

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, JANUARY 8, 2018 REGULAR MEETING

**CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
6:00 P.M.**

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - December 11, 2017

Special Meeting - December 18, 2017

APPROVED BY:



Jesús A. Garza
City Manager

II. Public Hearing - (Required by Law).¹

None.

III. Reports from Commission & Staff.²

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police-Communications Update; Police & Fire Department – Grant Update, Police & Fire Reports; **Streets Update**; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, **Golf Course Update**. No formal action can be taken on these items at this time."*

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to include JK Northway project not completed in FY2016-2017. (Finance Director).
2. Motion to approve return of donation from Kingsville Historic Downtown District Association. (City Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider resolution authorizing the City Manager to enter into a Construction Contract with Rusty Van Fleet Construction, Inc. for the Municipal Building First Floor Renovation Project. (Purchasing Manager).
4. Consider resolution authorizing participation in and acceptance of funds from the 2019 Selective Traffic Enforcement Program (STEP) with the Texas Department of Transportation for police traffic enforcement with an anticipated cash match, authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
5. Discuss update on Drainage Master Plan and public outreach. (City Manager).
6. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget for critical repairs to Fire Department truck aerial apparatus tower 1. (Fire Chief).
7. Consider awarding contracts for water playground features and equipment for a kiddie pool at Brookshire Park and a splash pad at Flores Park via HGAC to Rain Drop Products LLC, as per staff recommendation. (Capital Improvements Manager).
8. Consider awarding proposal for construction of kiddie pool at Brookshire Park and splash pad at Flores Park via HGAC to Keith Zars Pools, Ltd. a registered vendor of Rain Drop Products LLC, as per staff recommendation. (Capital Improvements Manager).
9. Consider out-of-state travel for Commission and staff to attend the National League of Cities Conference from March 11-14, 2018 in Washington, D.C. (Commissioner Pecos).
10. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or

other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).

VII. Adjournment.

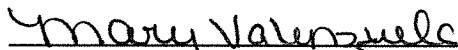
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

January 5, 2018 at 4:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



Mary Valenzuela, TRMC, CMC, City Secretary
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: _____

By: _____
City Secretary's Office
City of Kingsville, Texas

MINUTES OF PREVIOUS MEETING(S)

DECEMBER 11, 2017

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, DECEMBER 11, 2017 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Edna Lopez, Commissioner
Arturo Pecos, Commissioner
Al Garcia, Commissioner

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Sharam Santillan, Capital Projects Manager
Emilio Garcia, Health Director
Jason Alfaro, Parks & Rec Director
Nora Martinez, Administrative Assistant
Derek Williams, Systems Specialist
David Solis, Risk Manager
Bill Donnell, Public Works Director
Charlie Sosa, Purchasing Manager
Ricardo Torres, Police Chief
Adrian Garcia, Fire Chief
Susan Ivy, Parks Manager
Deborah Balli, Finance Director
Leo Alarcon, Tourism Director
Israel Vasquez, Facility Maintenance Manager
Roel Cavazos, Fire Marshall
Cynthia Martin, Downtown Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 6:01 P.M. with four Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Mrs. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – November 13, 2017

Regular Meeting – November 27, 2017

Motion made by Commissioner Lopez to approve the minutes of November 13th and November 27th, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting “FOR”.

II. Public Hearing - (Required by Law).¹

None.

III. Reports from Commission & Staff.²

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, **Investment Report**, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police-Communications Update; Police & Fire Department – Grant Update, Police & Fire Reports; **Streets Update**; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, **Golf Course Update**. No formal action can be taken on these items at this time."*

Mr. Garza introduced the City Manager's Intern, Mr. Andrew Lugo. Mr. Lugo will be working with staff on special projects such as Downtown event planning. Mr. Lugo is a student of Texas A&M Corpus Christi and will be with the City until the Spring Semester. Garza further announced and presented a certificate to the Employee of the Month for November to Mr. Victor Fuentes of the Tourism Department.

Mrs. Deborah Balli, Finance Director presented the 4th quarter Investment Report. The report shows a variety of balances within the accounts for the City of Kingsville. In Cash & Investments, as of September 30, 2017, the total for this is \$25,133,675.57, which is made up from the following accounts: Kleberg Bank non-investment cash balances of 18.76%; Kleberg Bank Money Markets is at 24.76%; Texas Class Investment Bank Accounts is at 27.87%; and Certificates of Deposit are at 28.61%. These money market accounts are completely liquid and are paying .85% interest. As for total investment requirements, percentages in cash is currently at 71.39%, percentages in CD's is at 28.61%, not to exceed 10% in US Treasuries so that is at 0.00%. Total non-investment cash account balances is at \$4,7 million dollars. Under money market accounts, it shows that in the last quarter we had \$8 million dollars sitting in money market accounts and at the end of the September quarters we had \$6,223,896.84. Balli stated that what staff did for this quarter and what will be done in the future is staff broke down what the withdraws were for which shows what projects were pulling money from these accounts. As for Certificates of Deposits, total principal and interest in CD's is \$7,169,633.33 with interest earned through September 30, 2017 is \$21,215.92. As for Texas Class Investment Accounts, the last quarter ending June 30, 2017 was \$10,027,775.04 and the quarter ending September 30, 2017 has \$7,003,666.00. Balli commented that the Auditors will be at City Hall on January 8th through March, 2018.

Mr. Garza stated that the Investment Committee met on this report. These individuals include himself, Courtney Alvarez, City Attorney, Deborah Balli, Finance Director, and Arturo Pecos, City Commissioner.

Mr. Bill Donnell, Public Works Director reported on a street update for period of November 27th through December 3rd. Staff has been working on Lott Street. On November 27th through November 29th staff hauled off base material. From November 30 through December 1st, staff was bringing in limestone and compacting it and blade it out. Tuesday, December 5th, staff got rained out, therefore staff is on hold for this project as it needs time to dry. Mr. Donnell stated that his staff hanged some banners downtown and continue with

the mowing and the patching around town. Staff is also replacing some of the signs that Commissioner Lopez had mentioned which were fading or faded, such as those that read, We love our Children and some parking signs.

Mr. Jason Alfaro, Parks & Recreation Director gave an update on the Golf Course. On December 4th, contractor visited site and spoke with staff and Rainbird Irrigation about components and job plan. December 5th, contractors first work day which started with uncovering existing irrigation heads and using the vibratory trencher around the putting green and Hole 18. December 6th, continued to trench along Fairway 18 until weather got bad. On Thursday, December 14th, Parks staff will start mowing/shredding all rough areas and fence-lines. December 14th – December 15th, Parks staff will finish clearing the fence-line along Hole #15 and #5 on the North end of the course. As for the greens, 90% of first application has germinated, 50% - 60% of the areas look the way staff had planned. Second application of Winter Rye seed will be placed tomorrow and completed on Wednesday. Second application of fertilizer will be placed during the same time.

Mayor Fugate commented that this is a winter solution but come March, it will be gone, and asked if staff is working on reconstructing the greens. He stated that he is aware that this will cost a great deal of money, but this is something that will need to be done.

Mr. Alfaro commented that staff agrees with this, although this is a short-term solution.

Mayor Fugate further commented that irrigation is great, as water is the life's blood for a golf course, but drainage is important which needs to go hand in hand with irrigation. Fugate further commented that it will also be needed to get in there and get those fairways cleaned up and sprigged. Fugate stated that this is a timed event that needs to go step by step. Fugate stated that while staff is working on irrigation, they should also be working on drainage, fairways, and greens. Fugate commented that he feels that this is the expectation that this Commission has.

Mr. Alfaro commented that staff is working with Champion Turf Grass to find some solutions with the greens problems. They did take some soil samples which showed high level boron in the water. Staff is looking at this and took the advice from the Commission and have contacted the King Ranch with regards to grass.

Mr. Austin Jurica, Engineer's Assistant, reported on Streetlight Maintenance. Jurica stated that city's involvement is report out lights and requesting new lights, city streets only, to AEP. AEP's involvement is repairing lights, cleaning light housing, maintaining lines, and installing new lights. The reporting process consist of, the city is divided into four zones, zones checked weekly/bi-weekly; Batch reports are faxed to AEP. Calls received from citizens go through AEP website. Staff is looking at possibly placing the website link on the City's website. Another misconception is that all streets lights lit are part of the street light program, if it doesn't have a pole number on the pole, it is not an AEP light. The lights in the alleys ways, are not owned by AEP, those are privately owned. As for requesting new lights on TXDOT streets, the City is not able to request those. Streets on the TAMUK Campus are also not owned by the City of Kingsville. Reporting of TAMUK streetlights are not done by city staff. Light sweep procedure is, staff drives down every street including rural areas. Map my walk and dry erase markers are used to keep track of which streets have been checked. For an out light, the street intersection or nearest address, with the pole number is reported. Some of the issues reported are light out, dirty globe, wiring issues, leaning or damage pole. Requesting new lights, City of Kingsville, Section 15-9-1(B) state that "citizens should realize that streetlights are provided for traffic safety, not property security. It is true that do provide some amount of security in residential areas. This, however, is not their primary intent and they are never installed for security reasons

alone. Misuse of street lights can cause accidents, and crime lighting is an entirely different type of lighting than used for automobile navigation.” Section 15-9-2 (A)(4) reads “Mid-block street lights will be allowed or required provided the spacing between the lights is 300 feet or greater. Street lights spacing along a city park shall be reduced to 200 feet or less.”

Mayor Fugate congratulated and thanked Mr. Jurica for all his hard work he has provided the City of Kingsville.

Mrs. Courtney Alvarez, City Attorney, reported that it is scheduled to have a Special City Commission meeting on Monday, December 18th at 5:00 P.M. The next regularly scheduled City Commission meeting will be on January 8, 2018. Agenda items for the January 8th meeting are due on Thursday, December 28th. Alvarez stated that since staff may be out for the holidays, they need to be mindful of the deadline as it is a deadline for the 28th, so plan ahead before you leave, or the item may not be on the agenda for the 8th. Alvarez further reported that city office will be closed on Monday, December 25th and Tuesday, December 26, 2017 and January 1, 2018 in observance of the holidays. She also stated that since hurricane season is officially over, all the boarded windows throughout town, unless they are damaged by broken glass, need to be removed so that it is not so unsightly or less hazardous.

Mayor Fugate commented that he has a lot of citizens that come up to him and complain or talk to him about things that we do in the City. During the holidays this last week, he had a young lady who is a 5th grader from Bishop Elementary School named Dalanna Reopelle which was interesting cause she knew more about the city than maybe the Mayor did. With her only being 10 years old, she had a lot of interesting ideas. Mayor Fugate commented that it was an interesting conversation he had with her.

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

No public comments were made.

V.

Consent Agenda

Notice to the Public

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CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

Motion made by Commissioner Pecos to approve the consent agenda as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Fugate voting “FOR”.

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to purchase traffic safety vests from Municipal Court fees collected to enhance public safety and security. (Chief of Police).
2. Motion to approve final passage of an ordinance amending the FY17-18 budget to accept and expend Park donations for the Ranch Hand Festival Event. (Parks & Recreation Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to accept and expend a Tourism donation for the Ranch Hand Festival. (Tourism Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget for personnel expenses in the Planning Department. (Director of Planning & Development Services).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to accept and expend a Parks donation from the Texas Got Talent Program. (City Manager).
6. Motion to approve final passage of an ordinance changing the zoning map in reference to 6th Addition, Block 3, Lots 1&2, also known as 801 E. Alice Street, from R1-Single Family to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
7. Motion to approve re-appointment of Jonathan Plant to the Historical Development Board for a three-year term. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

8. Consider approval of a preliminary plat for Bill Miller's Bar-B-Q-Kingsville, Lot 3, Block 1, a total of 1.382 acres out of tracts recorded in Volume 320, Page 183, Deed of Records Kleberg County, Texas, by Brazos de Santos Partners, Ltd. (authorized agents) for Paul Martin West and Carol D. West Lusk (owners). (Director of Planning & Development Services).

Mr. Tom Ginter, Director of Planning & Development Services reported that this is the second step of land development. Staff has been working with Brazos de Partners, Ltd on this site for a Bill Miller's Restaurant. The Planning & Zoning Commission has met on this item and vote 6-0 for approval of the preliminary and final plat. Ginter further displayed a map on the projector screen showing the location of where this restaurant will be going. Ginter further reported that the endpoints for the water and sewer will be determined when construction plans are submitted and reviewed by the development review team. He stated that this is a straight forward type of plat as it is only two tracts.

Motion made by Commissioner Garcia to approve the preliminary plat for Bill Miller's Bar-B-Q-Kingsville, Lot 3, Block 1, a total of 1.382 acres out of tracts recorded in Volume 320, Page 183, Deed of Records Kleberg County, Texas, by Brazos de Santos Partners, Ltd. (authorized agents) for Paul Martin West and Carol D. West Lusk (owners), seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".

9. Consider approval of a final plat for Bill Miller's Bar-B-Q Kingsville, Lot 3, Block 1, a total 1.382 acres out of tracts recorded in Volume 320, Page 183, Deed of

Records Kleberg County, Texas, by Brazos de Santos Partners, Ltd. (authorized agents) for Paul Martin West and Carol D. West Lusk (owners). (Director of Planning & Development Services).

Motion made by Commissioner Lopez to approve final plat for Bill Miller's Bar-B-Q Kingsville, Lot 3, Block 1, a total 1.382 acres out of tracts recorded in Volume 320, Page 183, Deed of Records Kleberg County, Texas, by Brazos de Santos Partners, Ltd. (authorized agents) for Paul Martin West and Carol D. West Lusk (owners), seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting "FOR".

10. Consider a resolution authorizing the new dog park in Dick Kleberg Park to be named the Vishal Raju Bhagat Memorial Dog Park. (City Manager).

Mr. Garza reported that on November 4th he attended the Foundations Memorial Golf Tournament at Northshore Country Club. At this time, staff also accepted a donation of \$25,000 to go towards the Dog Park efforts. Individuals from the Foundation will be presenting a check to the City for \$25,000 to go towards that effort.

At this time, Mr. Garza asked for staff to display the map of where the dog park will be located at Dick Kleberg Park.

Mr. Garza stated that the specific costs is still to be determined. Staff had a Parks Advisory Board meeting scheduled that did not take place due to a lack of quorum. Staff would like to fine tune details with the Parks Advisory Board prior to finalizing some details. The site for the dog park is inconsistent with the Master Plan for Dick Kleberg Park.

Mr. Jason Alfaro stated that the dog park will be located to the South as it is shown in the Master Plan. This will encompass the trees that were already existing at the site, this will give some natural shade for park goers. Mr. Alfaro further spoke about the map that was displayed to the Commission on the projector screen.

Mayor Fugate asked staff what the timeline on this project was. Mr. Alfaro responded that staff is hoping to complete project by Spring 2018.

Mr. Garza commented that worst case scenario, hopefully by summer time. He further commented that staff would like to prioritize in the Spring some water features such as Splashpad and Kiddie pool at Brookshire Pool in order to get them ready for the Summer.

Mr. Deral Ginzer, Director and Treasurer of the Vishal Raju Bhagat Foundation spoke to the Commission regarding the Foundation. The Foundation began in 2006. The Foundation began as a memorial for Vishal Raju Bhagat who passed away in a drowning accident in Lake Mathis. Raju was a juvenile diabetic which throughout his life he struggled with his diabetes but was always looking for a way to help other kids that were struggling with diabetes. He also found ways to raise awareness about the disease particularly in juveniles. He created what is called the Sugarfree Bowl in Austin UT which has grown in eight different campuses all over the country. Mr. Ginzer further stated that the Foundation was founded when Raju passed away in August 2006. Three months later, the Foundation hosted a golf tournament which raised \$100,000 the first year. Every year, those donations have grown with this year raising over \$400,000 for the charities the Foundation support. Some of these charities include Driscoll Children's Hospital, Christus Health Spohn Systems, American Diabetes Association, Juvenile Diabetes Foundation, and anything to do with health and wellness for kids. Ginzer stated that Vishal Raju also had a dog named Kaya, which was his best friend for many

years. The Foundation had an opportunity in the City of Portland to partner with them and create a dog park in Portland which was done several years ago, which is named Kaya Dog Park. Recently, they have also done a donation to the City of Corpus Christi for their Parks & Recreation Department to create the Vishal Raju Bhagat Memorial Dog Park in Corpus Christi.

Motion made by Commissioner Garcia to approve this resolution authorizing the new dog park in Dick Kleberg Park to be named the Vishal Raju Bhagat Memorial Dog Park, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Fugate voting "FOR".

11. Consider accepting a \$25,000 donation from Vishal Raju Bhagat Foundation for dog park. (Parks Director).

Motion made by Commissioner Garcia to accept a \$25,000 donation from Vishal Raju Bhagat Foundation for dog park, seconded by Commissioner Pecos and Commissioner Lopez. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".

Representatives of the Vishal Raju Bhagat Foundation presented a check in the amount of \$25,000 to the City Commission for the dog park.

Mayor Fugate commented that private/public partnerships are a great thing. The city has had several project in Kingsville that have been accomplished because of this type of partnerships.

12. Consider introduction of an ordinance amending the FY17-18 budget to accept and expend a Parks donation from the 12th Annual Vishal Bhagat Memorial Golf Tournament. (Parks Director).

Introduction item.

13. Consider a resolution authorizing the City Manager to execute a contract with Kleberg Bank, N.A. for bank depository services for the City of Kingsville. (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager, reported that this authorizes the City to enter into a contract with Kleberg Bank for the Depository Services Contract. Staff published a Request for Applications for Proposal #17-12 in the newspaper on July 22, 2017 and July 29, 2017. Request for Applications were accepted until 2:00 P.M. on July 8, 2017. One response was received. It was from Kleberg Bank. Staff reviewed RFA #17-12 and found the information received to be responsive. It is recommendation the City contracts with Kleberg Bank, 100 E. Kleberg Ave, Kingsville, TX for Depository Services. Kleberg Bank is currently the institution on record for the City's Depository Services.

Motion made by Commissioner Pecos to approve this resolution authorizing the City Manager to execute a contract with Kleberg Bank, N.A. for bank depository services for the City of Kingsville, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting "FOR".

14. Consider final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for 620 E. King Avenue, also known as 6th Addition, Block 17, Lots 17-24, for a poker card club. (Director of Planning & Development Services).

Mayor Fugate asked if this was the same type of item that was voted on at a previous meeting.

Mr. Ginter responded yes.

Motion made by Commissioner Pecos to approve this ordinance amending the zoning ordinance by granting a Special Use Permit for 620 E. King Avenue, also known as 6th Addition, Block 17, Lots 17-24, for a poker card club, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Pecos, Lopez, Fugate voting "FOR". Garcia voting "AGAINST".

15. Discuss update on Drainage Master Plan and public involvement process. (City Manager).

Mr. Garza reminded the City Commission that earlier in the year the City went into an agreement with Kimley Horn which a representative will update the Commission on the next phase of the project and discuss the public involvement process.

Ms. Kate Ploetzner, Kimley Horn reported on what is a Drainage Master Plan. A Drainage Master Plan is an evaluation of existing drainage infrastructure in the City. Road map to manager future drainage needs and development and focus on open channel/floodplains, major roadway crossings along creeks, and localized areas. It also identifies projects the City may choose to design and perform, and estimate costs of projects. This will give results in a list of Capital Improvement Plan (CIP) projects and prioritization. Drainage Master Plans are customized to fit a City's specific needs. The Kingsville Drainage Master Plan is broken into two phases. Phase I is the conceptual drainage improvements to the L.E. Ramey Golf Course which was completed in August 2017. Phase II is the conceptual drainage improvements for 9 specific locations city-wide. This phase will commence in January 2018 with an anticipated completion date of May 2018. An overview of Phase I is L.E. Ramey Golf Course conceptual drainage improvements. The L.E. Ramey Golf Course has drainage issues. Those issues are ponded water areas after a rainfall has occurred. The improvements that they came up with mainly included earthwork and grading to promote drainage and allow water to not pond and continue downstream. They also included some storm sewer infrastructure, conceptual located some inlets and underground pipe that they could connect with some of the lower areas and continue those draining downstream, channel construction and also pond connections. Ploetzner stated that before they could get into the improvements, they needed to get an idea on what the issues were on the Golf Course today. What they did, they created a 2-D model of a 24 hour rainfall event that was simulated over a period of three days. If a rainfall event only occurs on the first day, what's happening on day two and day three and how much water will they see on the golf course.

At this time Ms. Ploetzner showed the Commission and staff the simulated model which consisted of a three-day period of rainfall on the projector screen.

Ms. Ploetzner continued to report that the model shows that there is a range of 1 inch to five feet of rain. The areas with five feet of water are areas that are actual ponds. Ploetzner moved forward and highlighter in one area, which near the front entrance of the golf course, which has a decent amount of ponded water up to half of foot of water that still remains after the second day of rainfall event. The conceptual improvement they identified that there are a series of inlets and proposed storm sewer pipe to connect these low areas with ponded water and eventually connect it to a storm sewer system that conveys this runoff off site and off the golf course. Phase II, which will begin in the next month, the scope of this phase is to prepare and prioritize conceptual schematic level drainage improvements for up to nine locations within the city that are currently

experiencing inadequate drainage performance. These locations have not been selected yet, but they anticipate that the existing drainage issues of these locations could from just an erosion concern on whether it's a creek erosion or a pond inlet erosion, undersize storm sewer or maybe a maintenance where there's an overgrown grass or weeds that are blocking flowing out within a storm sewer system.

Mayor Fugate asked how did staff come up with nine locations.

Mr. Garza responded that it was based on the scope and the funding that was available for the project. The nine was an anticipation of the work that would be involved with the nine sites and based on the funding available.

Ms. Ploetzner continued to report that the locations haven't been selected. The selection will be based on the location, severity and what the actual issue is. Some of the solutions they came up with is an additional or new drainage infrastructure, erosion protection, headwalls, curb and gutter, proposed earthwork/grading to allow for positive drainage, and promote infiltration. All this will depend on location and issue. Ploetzner stated that as she mentioned, locations have not been identified. What the city is looking to do is solicit public feedback, place a link to a survey on the homepage of the City's website. Answers will be collected from December 5th to December 27, 2017. Based on feedback and recent history, city staff will select up to nine locations for analysis focus. Locations will be presented to Commission on January 8, 2018. The survey will ask residents to give information on the location and the specifics on the issue that they are seeing and how frequent they are seeing this issue and how it impacts them on their daily routine. It will also ask if this is something that is impacting their house or their neighbors or an entire neighborhood/intersection. Another question that was requested by city staff to be put on the survey was, as a Kingsville resident are you willing to pay additional fees to fund the remediation of this facility? Ploetzner further stated that an addition to the online survey, there is public involvement meeting to be held on December 12th from 5:00 P.M. to 7:00 P.M., in the Community Room located at City Hall. This meeting will be a come and go type of meeting. City staff from Engineering as well as the City Manager will be around to answer any questions or hear any concerns citizens may have regarding drainage issues or speak about the project. After the public feedback is received, city staff will be selecting the nine locations and roll straight into looking at existing condition observations and making site visits and going straight into identifying drainage conceptual improvements. The final step of phase II portion of the project is summarizing all the conceptual improvements, preparing an opinion of Probable Construction Costs (OPCCs) for all improvements and then prioritization. Prioritization can be determined by any set criteria, which they will work with city staff to determine what that criteria would be, but its typically related to what is the capacity of the facility today verses what its design capacity is. Another criteria is mobility, is it impacting two families or impacting the entire neighborhood. And lastly, structural or non-structural flooding. Ms. Ploetzner stated that the next steps of Phase II, are to present the nine locations to the City Commission during their January 8, 2018 meeting; Site visits and existing condition observation on January 12, 2018; Finalize drainage improvements on April 16, 2018; and by mid-May wrap-up and make a presentation to the City Commission during a meeting on May 14, 2018.

Mr. Garza commented even though the Drainage Master Plan will focus on big improvements and only on nine sites, what staff wants to accomplish through the public involvement is to allow us to in-house, develop a list of different issues around town that may be addressed with in-house resources. We obviously have a curb and gutter contract, so perhaps through this process, staff will learn various issues that we have and not aware of. It is important to convey to the public that their input is important not

only for purposes of this plan but also to assist staff in getting a better understanding of the different issues that may be able to be done by maintenance or address in-house.

Commissioner Garcia asked that on the survey, can residents upload photos of flooded areas in their neighborhood.

Ms. Ploetzner responded that the survey does not have that option now, but will check to see if that could be amended.

16. Discuss potential Wastewater Treatment Plant improvements. (Commissioner Garcia).

Commissioner Garcia commented that this issue has been discussed a few times and there's a continued concern on his part. Garcia stated that the city needs to develop some kind of plan, a long-range plan, to address this issue. He commented that he is under the impression that in a couple of years we will have a new permitting process come around and doesn't want to be doing it at the last minute, planning for this eventual event. He would like to further discuss some issues that were just forthcoming. He thinks the Mayor had a continuing question on combining the North Plant with the South Plant for the version of capacity. Garcia commented that he doesn't think that the Mayor's question was ever answered by staff, so he would like some further discussion on this.

Mr. Bill Donnell, Public Works Director commented that the city's permit is good until the year 2020, which is when the renewal process is. He further stated that the information he is receiving from TCEQ about phosphate removal, which is the big word they are always bringing up, is that for receiving streams, where it is creating hazard. From TCEQ and the information that he has heard is that down here it has not been an issue and not in the foreseeable it's not going to be cost in the permit amendments. If it does in the articles that he has read, they give you up to three years to make the modifications for that phosphate removal.

Mayor Fugate commented that Texas A&M Corpus Christi did a study of Baffin Bay and one of their concerns was Celanese Corporation and the City of Kingsville on whether or not the water that was being introduced into the bay was clean. They found that our water and Celanese water is the cleanest water than what they had otherwise. This study was done recently as two years ago.

Mr. Donnell commented that the feedback that he is receiving is that if phosphate removal is was to be placed on the city and other places of higher concern they give them three years, to where this is a lower concern that the limits would even be low that the city would have to meet. Donnell commented that there is still a transition phase so then you would be looking at six years, if that held true to us as well. By six years, who knows if it's going to be capacity expansion.

Commissioner Garcia commented and asked that as far as cost, if we did run into that situation where we had to remove phosphate, does staff have any idea of what cost it would be for the city to have this particular equipment to remove the phosphate.

Mr. Donnell response was no. Commission Garcia further asked if staff had any in link of the cost.

Mrs. Alvarez responded that since it has not been an issue, staff has not had a reason to look into that. It might be a good question, but staff hasn't had time to do that since it hasn't been an issue.

Mr. Garza commented that part of the information that was presented at a previous workshop was three different phases which described phase 1, which had a maintenance issues with the South Plant. Phase 2 addressed a lot of efficiencies and process issues. Garza stated that it was under Phase 2 that the efficiency and process would address and there was Phase 3, which was expansion. The only number that staff has was for the Phase 2, which was the number that was provided by Schneider Electric was around \$7 million dollars for both plants to be more efficient. Garza stated that staff has spent some times over the last few weeks, which is the question opposed by the Mayor regarding the reroute. Garza commented that it was staffs understanding that the reroute was identifying areas in the system that they could divert waste that would go to the South Plant go towards the North Plant, which would give the City more time. Garza further commented that staff has identified two locations throughout the system where staff could potentially in essence build a lift station. One of the benefits of having the South Plant where it is now, is that our community naturally flows in a southeastern direction. So the lines that currently run towards the South Plant are gravity fed lines, so at any juncture where they are to picket that we would want to divert waste to go towards the North Plant, we have to build a lift station in order to do that. Garza stated that staff is in the process of evaluating those options and we don't feel that we have 100% in-house resources to be able to look at some of the hydraulic issues that may arise from those options that are being considered. Therefore, staff is in the process of going through an RFQ to select an engineering firm to assist staff navigate through some of those questions. The last RFQ done for wastewater services was done in 2010, and at that time staff was dealing with a different set of challenges. Staff feels that it is appropriate to go through a new process now, not only because our challenges are different but there are new players on board and going through the process of hiring a new City Engineer.

Commissioner Pecos asked Mr. Donnell that he had mentioned that in the year 2020, the city will be asking for permits from TCEQ? Mr. Donnell responded that this would be the permit renewal date. Commissioner Pecos further asked if there were a lot of improvements that need to be done to the North Plant? Mr. Donnell responded that not to meet the TCEQ requirements, the city is in permit compliance now. Commissioner Pecos commented that there is a lot of equipment that needs to be that is in pretty bad shape. Mr. Donnell responded that there are some repairs to be made, this is correct. Commissioner Pecos asked if Mr. Donnell had a list of all the necessary repairs. Mr. Donnell commented that he doesn't have the list with him at this time but there are some items identified. Commissioner Pecos continued and asked if staff would know how much it would cost the city to bring that Plant up to par.

Mr. Donnell responded that the only numbers that staff has for both Plants is the number received by Schneider Electric was around \$7 to \$8 million dollars for efficiencies and improvements.

Commissioner Pecos stated that assuming that the City needs that type of money to repair the Plants and not doing the diversion that the Mayor wants, as it would cost more than that to do that diversion, as it would require a large power plant to divert waste. He further commented that it's going to cost a lot of money but doesn't think that staff can do that type of work, but could cost a lot of money. He further asked how soon will the South Plant reach capacity?

Mr. Donnell responded that the South Plant is the only one with any concern for the foreseeable future. Whether it's two years, six years, or eight years staff wouldn't know. Donnell further stated that for clarification, he feels that there is a misunderstanding on rerouting to the North Plant. Donnell stated that what he thinks Pecos was saying total

reroute to the North Plant, and asked if this is what the Commission was thinking about doing.

Mayor Fugate commented that from what he understands, is that the North Plant is at 50% capacity and around 70% for the South Plant. He further commented that he attended an event on demographics at the University where they stated that Kingsville was not going to grow significantly and it makes sense to him that if the city has that type of capacity at the North Plant that we could divert what the city can, not all of it, but what we can. He further commented that it is his understanding that at one time there are parts of Kingsville that are being supplied by the South Plant that at one time was being supplied by the North Plant. Those areas, if they can be diverted it would lower the numbers in the South Plant to the point where the city might not have to do an expansion. Fugate stated that from what he understands, an expansion is around \$15 million dollars. Fugate asked staff to look at all the options and if something can be done that makes sense, then do it. He further commented that he has a lot of confidence in staff. Staff knows its limitations, and if they need help, than we go get help to figure this thing out.

Commissioner Garcia commented that if you take 20% from the South Plant to the North Plant, it would have 70% in North Plant which would give you the same situation.

Mayor Fugate commented that this was not correct, cause if you take 20% from the South Plant and now it's down to 50%.

Mr. Donnell commented that if you take 200,000 gallons and move it to the North Plant, it's a smaller percentage, then your moving from the South Plant due to capacity.

Mayor Fugate commented that staff doesn't know if that's the percentage, staff doesn't know what it's going to be, but this is something that needs to be looked at.

Commissioner Garcia commented that the city is going to spend all that money to move whatever percentage it may be and when you get to the end of the road, the city is not going to obtain what it needed to be done, which is to increase the capacity.

Mayor Fugate commented that he would like to use what capacity the city may have, before increasing. He stated that he has seen what the price tag is on increasing the capacity, and if the city can avoid spending \$15 million dollars then this is what he is going to do. He further commented that staff needs to see what can be diverted to the North Plant. Just doing that study, it's going to be consequential to what is being talked about in spending.

Mr. Garza commented that staff is working on developing a CIP, cause as suggested there are still some maintenance concerns and with the reroute option it would avoid a third phase, but there would still be some concerns that would need to be addressed regarding the South Plant.

Mayor Fugate commented that there are \$3 million dollars of repairs that need to be figure out on how it's going to get paid. From what he understands, this will help with the efficiency, electric bill, and with compliance. The studies that are done, a lot of what the city saves money on is labor. After what was reported at the last Commission meeting, it was reported that the city is close to minimum in labor.

Mr. Donnell stated that TCEQ regulates licensing as well.

Commissioner Garcia commented that he is in agreement that he doesn't want a \$16 million-dollar project either, but we don't have a timeline or a plan to get there.

Mr. Garza commented that he agrees with this statement, but as he has mentioned in the past, the plan on the city's part is to surround ourselves with this team in order to find a solution. Recently, the city has hired a financial advisor and HDR to do the rate study and in the process to finalizing a new City Engineer. What staff is looking at is the option of a potential reroute, which we know simultaneously the city needs to develop a CIP which is the foundation for conversations about rate study and funding. Staff is reviewing drafts of a potential CIP, but it's not in a form that is ready to be presented. One of the that he is hopeful for is bringing in a City Engineer which will bring a different perspective to the problem and help validate a lot of the information that is being put together to help staff solidify engineer company and CIP. He stated that this could have been moving a lot faster, but this is the game plan that was developed is staff surrounding themselves with this team that can help staff with a solution.

Mr. Zia Qureshi, representative for Schneider Electric commented that from what he heard, without a strategic plan it is very difficult to decide what strategy might look like. Whether a diversion is done or run one Plant or two Plants and what the cost are. The conservative assessment to divert 100% from the South to the North Plant, is a bad economic situation.

Mayor Fugate commented that this is not what is being suggested.

Mr. Qureshi further commented that the undetermined issue is that the redirection will require several engineers, analysis and hydraulic study amongst other things. The corrective actions at the North Plant will probably be a significantly larger in scope than the South Plant, as it is a bigger Plant. The capital needs for corrective action could be that if Phase 1 was \$1 to \$2 million dollars since the last presentation, the city may look at \$4 to \$6 million dollars for both Plants in the corrective action. Qureshi stated that the other confusing issue is efficiency. He stated that they are doing a Plant upgrade in their project and not just an efficiency, they are adding new widgets that will upgrade the Plant and make it ready for the future as opposed to fixing what is there now. He stated that there is a big difference in efficiency and upgrade, so both Plants would be upgraded.

Commissioner Pecos stated that he was hoping that Estrada Hinojosa were in attendance at this meeting so that they would be aware in case of needed money to fix the City's Plants. Plants will need to be fixed whether the city has the money or not. Commissioner Pecos asked why Estrada Hinojosa was not present at this meeting.

Mr. Garza commented that he had a conversation with representatives of Estrada Hinojosa and HDR, they are involved with the financial piece of it and so the first step on the city's part is to develop a CIP. They enter the picture once the CIP is developed and due to the fact that a CIP has not been developed is the reason they are not in attendance at this meeting.

Mr. Mike Shelton, Engineer/Planner for Kimley Horn reported that at this time, the city's South Plant is about hitting that 70% capacity. They have heard the ideas on some of the things mentioned and they did the month on a 1-million-gallon plant that had 70% at capacity is about 700,000 gallons. Moving 100,000 to 200,00 gallons from that Plant to the North Plant is feasible and a way to push these major improvements into the future. He stated that they propose that Phase 1, which is maintenance activities, with the mindset that eventually there would be a Phase 3, which is the overall upgrade.

Phase 1, the basin that is in place, the initial aeration and clarifier has some mechanical issues on the metal pieces that are inside, that are rotting due to corrosion. He stated that they would also want to do an evaluation of structural condition of the concrete of that basin.

Commissioner Pecos asked if the basin was cracking. Mr. Shelton commented that it is hard to tell while it's in service, but very likely that the age and condition of that basin is deteriorating over time. This is why some of the things that is said in Phase 1 are almost band aids so that the Plant can function and do the work that it needs to do, with then Phase 3 being a new plant. He stated that the biggest unknown is how growth is going to occur in the future. If they had a base line on what development could be, then they could provide numbers on how quickly the city can get to the threshold.

Commissioner Garcia commented that the city needs a plan and the sooner the better.

Mayor Fugate commented that he would like everyone to know that he is not the expert and he doesn't know what the solution is, however he does know the city needs to study everything and staff needs an opportunity to look at this problem and get an Engineer on board to study this issue before the city spends a lot of money. He feels that staff still has time in order to get this done in an orderly fashion. He agrees with Commissioner Pecos and Commissioner Garcia that something needs to be done.

17. Consider a resolution authorizing the City Manager to execute a contract with Mia Electrical Services for the Annual Electrical Services for the City of Kingsville. (Purchasing Manager).

Mr. Sosa commented that this item authorizes the City to enter into a contract with Mia Electrical Services, for the Annual Electrical Services Contract for the City of Kingsville. Staff published a Request for Qualifications #17-18 in the newspaper on September 17, 2017 and September 24, 2017. Request for Applications were accepted until 2:00 P.M. on October 3, 2017. Two responses were received from Mia Electric Kingsville, TX, and TJ Electric of Falfurrias, TX. Staff reviewed RFA #17-18 and found the information received to be responsive for Mia Electric. TJ Electric did not use proper bid forms provided by the Bid 17-18 therefore non-responsive to the bid. There is no financial impact at this time. It is staff's recommendation that the City enter into a contract with Mia Electric of Kingsville, TX for the Annual Electrical Services Contract for the City of Kingsville.

Motion made by Commissioner Pecos to approve this resolution authorizing the City Manager to execute a contract with Mia Electrical Services for the Annual Electrical Services for the City of Kingsville, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".

18. Consider award for emergency response services via GSA purchasing cooperative, as per staff recommendation, and resolution authorizing the Mayor to enter into an Emergency Disaster Response Agreement between the City of Kingsville and Garner Environmental Services, Inc. for emergency disaster response services. (Purchasing Manager).

Mr. Sosa commented that this item authorizes the City to enter into a Professional Service Agreement with Garner Environmental Service, Inc. for the Emergency Disaster Response Agreement for the City of Kingsville. The Emergency Disaster Response Agreement will cover all emergency services and equipment needed during an emergency. Garner Emergency Response Company is a registered GSA Contractor Contract Number GS-07F-0403X as has met all requirements for City under Local

Government Code 271, Subchapter F. It is staff's recommendation that the City enter into an Emergency Disaster Response Agreement with Garner Environmental Services, Inc. of Deer Park, TX.

Mayor Fugate asked is this was something that was done a while back.

Mrs. Alvarez stated that there may be some confusion with the Ashbrite Contract. Ashbrite will come in to pick up debris during a time of an emergency. The contract with Garner is for when the city is in a disaster of an emergency, they will come in and assist with meals, showers, and additional personnel to assist the city.

Motion made by Commissioner Garcia and Commissioner Pecos to approve the award for emergency response services via GSA purchasing cooperative, as per staff recommendation, and resolution authorizing the Mayor to enter into an Emergency Disaster Response Agreement between the City of Kingsville and Garner Environmental Services, Inc. for emergency disaster response services, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting "FOR".

19. Consider accepting a \$500 donation from the Kingsville Area Educators Federal Credit Union for the Police Department for tourniquets. (Chief of Police).

Motion made by Commissioner Pecos, Commissioner Lopez, Commissioner Garcia to approve the acceptance of a \$500 donation from the Kingsville Area Educators Federal Credit Union for the Police Department for tourniquets, seconded by Mayor Fugate. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Fugate voting "FOR".

20. Consider introduction of an ordinance amending the FY17-18 budget to accept and expend a Police donation from the Kingsville Area Educators Federal Credit Union. (Chief of Police).

Introduction item.

21. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget for the renovation of the Municipal Building. (City Manager).

Mr. Garza stated that most before this meeting, some of the member of the City Commission were able to tour the Municipal Building. Staff has placed the project out for bids. Staff also did an assessment of the roof that was conducted, so it was recommended to replace part of the roof. A request was also received from the Municipal Court Judge, to ensure that some of the public safety aspects of the renovation such as fire alarm systems be at best as possible. Some of these issues, increase the cost of the project. The budget amendment brought forward to the City Commission tonight is an increase of \$200,000. The \$200,000 will be coming from other projects that have been completed and not coming out of fund balance. Garza further stated that after the storm hit a couple of years ago, the City received some insurance money for the JK Northway to replace the back-canopy area, which is an ongoing project. With this project, there was some monies leftover which will be going to this project. There was also a Well Project that has been completed and had some savings which will be directed to this project as well. The goal, from a timeline prospective is that this budget amendment be introduced today, with final passage to occur on December 18th and also taking up the award the selection of the bid. This will allow the renovation to begin in January 2018. Once project has begun, it is anticipated that the project will take about eight to nine months.

Mayor Fugate stated that he has spoken with Judge Krueger and a lot of the additions that staff is having to do, it is his understanding that there is a State Agency that is

overseeing courtrooms regarding the safety issues which also includes fire safety. Fugate thinks that this is what's driving Judge Krueger in being sure that the new courtroom is in compliance with the regulations implemented by the State.

Introduction item.

22. Consider approval of change order #2 on Santa Gertrudis Avenue Street Improvement Project. (Capital Improvements Manager).

Mr. Sharam Santillan, Capital Improvements Manager reported that this item for the authorization of a change order #2 for Bid 17-17 Santa Gertrudis Avenue Street Improvements in the amount of \$9,766.10 to increase the project scope. This change order will be the second and last change order and it will cover the cost to reconstruct 3 additional turn-outs which are in poor condition. The turn-outs included are the South turn-out on 10th Street, and the North turn-out on 11th Street and the North turn-out on 13th Street. The financial impact will be an amount of \$9,766.10 of which will be coming from account 092, Street and Bridge. This project is still under budget as the project has \$760,000 which is still under budget by \$10,000, which also includes this change order. The project is at 5% of project completion. Due to weather this past week, it caused some delay in the project.

Commissioner Pecos asked if this money is coming from money that has been collected from the citizens for street improvements.

Mr. Garza responded no. The majority of the funds is coming from CO 2016 Series as well as a combination of insurance proceeds that were redirected to another street project. In this fiscal year 2018 budget, it included \$100,000 of which was made up of \$50,000 from Street User Fee and \$50,000 from General Fund to accomplish some of these change orders that have occurred, change order #1 and change order #2. So out of the \$760,000 that was mentioned, \$50,000 did come from the Street User Fund. The Street User Fund continues to be prioritized to fund the SMIP Program, which is handled through the City's in-house division.

Commissioner Pecos asked what was the amount that is in that account. Mr. Garza responded that staff does not have that number at this time, but that information will be emailed to the Commission.

Motion made by Commissioner Pecos to approve change order #2 on Santa Gertrudis Avenue Street Improvement Project, seconded by Commissioner Lopez and Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".

23. Consider a resolution authorizing the City Manager to enter into a Real Property Use Agreement between the City of Kingsville and Paddle EZ, LLC for watersport equipment rental. (Parks & Recreation Director).

Mr. Alfaro stated that this item authorizes the City to enter into a contract with Paddle EZ, LLC for kayak and paddleboard services to be located near the pier at Dick Kleberg Park Lake. Paddle EZ is based out of the Austin area and has multiple contacts with state agencies and municipalities throughout Texas. They currently have rental equipment located at the Lake of Corpus Christi State Park. Paddle EZ provides kayak and paddleboard rentals for customers by utilizing smart lockers and smartphone technology, without the need for dedicated employees. There is no financial impact to the city for these services. Parks staff would routinely check that the locks are secure and life jackets are in the secure boxes. Staff time would be dedicated to this procedure less than one hour per week. Depending on the amount of people that utilize this

amenity, the city would receive 5%-15% of the revenue. Alfaro commented that it is staff's recommendation that the City Commission authorize the City Manager to enter into an agreement for kayak services with Paddle EZ, LLC for an initial 3 years, per the contract agreement.

Motion made by Commissioner Garcia to approve this resolution authorizing the City Manager to enter into a Real Property Use Agreement between the City of Kingsville and Paddle EZ, LLC for watersport equipment rental, seconded by Commissioner Pecos.

Commissioner Garcia asked staff who will be responsible for the custody of these items.

Mr. Alfaro stated that the city is not responsible. The company has placed GPS on all of their equipment. If vandalism occurs after two or three times, the company would pull the equipment. Although the company has stated that they haven't had any problems elsewhere.

Commissioner Garcia asked if the City would be responsible for the physical loss of any of the equipment. Mr. Alfaro response was no.

The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting "FOR".

24. Consider a resolution authorizing the Mayor to enter into the First Amendment to Tower Attachment Lease Agreement with GTP Acquisition Partners II, LLC. (City Manager).

Mr. Garza reported that in 1998, the City entered into an agreement with this company for usage of this tower that is located by the Police Department. This was a long-term lease however, not too long ago they approached the City on trying to negotiate an amendment to that agreement. Staff has been working with them on drafting this amendment to the agreement. This particular tower is used for cell phone usage. With the new terms of the agreement, the City will be receiving a one lump sum payment of \$25,000, which will be redirected back to the Kingsville Police Communications Department for equipment. This agreement also solidifies the rent rate as well as stipulating percent increases throughout and also contains some legal language that wasn't previously on the agreement.

Mayor Fugate asked Mrs. Alvarez if she was ok with the agreement.

Mrs. Alvarez responded that she had no problem with the agreement. She stated that staff went back and forth with the company representatives for several months and after we did not hear come to certain things, we realized that putting language in that stated that they were not going to do things that might be a nuisance to flight operations at the Naval Base, is a requirement that the City would want before the city would agree to allow them to make any changes at the site that they wanted.

Motion made by Commissioner Pecos to approve a resolution authorizing the Mayor to enter into the First Amendment to Tower Attachment Lease Agreement with GTP Acquisition Partners II, LLC, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Fugate voting "FOR".

25. Consider a resolution authorizing the Mayor to execute an Employment Agreement for the position of City Manager with Jesús A. Garza. (Mayor Fugate).

Mayor Fugate stated that the Mr. Jesús Garza, City Manager's contract is up for renewal. A contract was negotiated with Mr. Garza. This is a two-year contract with a

one-year automatic extension. The annual salary is \$130,000, the annual car allowance is \$6,000. The contract also has a three months' severance pay that will increase annually every November, that the Mr. Garza is still employed. At the end of the three-year period, he would have a six-month severance package.

Mr. Alvarez confirmed that those were the major changes to the contract.

Commissioner Lopez made the following comment, "my decision on how she will vote on giving a pay increase to the City Manager is not based on whether he needs or deserves a salary increase. The 2017-18 adopted budget proved to be a challenge. During the budget presentation to the Commission by the City Manager, it was Mr. Garza's position that there was no money in the proposed budget for employee salary increases, so this meant that the second year of the employee salary study could not be fulfilled. It is my position that if the adopted City Manager's budget could not fulfill the second year employee salary increases or give a cost of living increase to all our employees, then I do not feel that it is right for this Commission to approve a salary increase for only one person, the employee receiving the top salary in this city."

Motion made by Commissioner Pecos to approve a resolution authorizing the Mayor to execute an Employment Agreement for the position of City Manager with Jesús A. Garza, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Pecos, Fugate voting "FOR". Lopez "AGAINST".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 7:47 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

DECEMBER 18, 2017

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, DECEMBER 18, 2017 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Edna Lopez, Commissioner
Arturo Pecos, Commissioner
Al Garcia, Commissioner

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Kyle Benson, IT Manager
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Derek Williams, Systems Specialist
Bill Donnell, Public Works Director
Charlie Sosa, Purchasing Manager
Deborah Balli, Finance Director
Cynthia Martin, Downtown Manager
Diana Gonzales, Human Resources Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 P.M. with three Commission members present. Pecos absent from this meeting.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Mrs. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

None.

II. Public Hearing - (Required by Law).¹

None.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police-Communications Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects,

Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course Update. No formal action can be taken on these items at this time.”

Mr. Garza commented that staff has provided the City Commission with a street weekly report for their review. Garza further stated that Mrs. Deborah Balli, Finance Director will give an update on how much funds are available in the Street Fund.

Mrs. Balli reported that on December 12, there was approximately \$633,698.00 in the bank. For this fiscal year, it was budgeted \$812,000.00 in revenues and have billed out \$148,588.00. Then it was budgeted \$831,533.00 for expenditures in street & bridge and so far, have encumbered \$163,107.00. Balli stated that this was carry over money from last year's unfinished projects.

Mrs. Alvarez reported that City offices will be closed next Monday and Tuesday for the Christmas Holidays as well as January 1st for the New Year Holiday. The regularly scheduled City Commission meeting will be on January 8, 2018. The deadline to submit agenda items for this meeting is on December 28th.

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

No comments were made.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

Motion made by Commissioner Lopez to approve the consent agenda as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Lopez, Garcia, Fugate voting “FOR”.

1. Motion to approve final passage of an ordinance amending the FY17-18 budget to accept and expend a Parks donation from the 12th Annual Vishal Bhagat Memorial Golf Tournament. (Parks Director).

2. Motion to approve final passage of an ordinance amending the FY17-18 budget to accept and expend a Police donation from the Kingsville Area Educators Federal Credit Union. (Chief of Police).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider final passage of an ordinance amending the Fiscal Year 2017-2018 budget for the renovation of the Municipal Building. (City Manager).

Mr. Garza announced that staff has done a minor change to this ordinance regarding the process of the funds. Staff realized after the introduction of this item that the original source of funds for one of the transfers came from a Certificate of Obligations that was for a specific use. Garza stated that rather than transferring \$95,000 from the 2011 Utility Fund CO, what staff is now doing is that they are selecting project that were funded in the Utility Fund to be paid for from that CO, such as machinery equipment, as this is what the purpose of this CO is for. By doing this, it creates the capacity of the \$95,000 to be transferred from the Utility Fund for the project.

Commissioner Lopez stated that she was the one that brought it to the attention of the City Attorney and asked if this was something that was legal for staff to do. Lopez further stated that she is wondering if staff is checking every time staff tries to spend monies from CO's or move money around if staff is really checking on this.

Mr. Garza commented that it is staff's intention to check, but in this particular case it should have been caught prior to bringing it to the City Commission for consideration. Garza stated that he will make sure that staff has more comprehensive conversations whenever staff brings changes like such to the City Commission. He stated that it is important to catch things like this, but staff appreciates when any members of the Commission brings things like this to staff's attention, which serves as a checks and balance.

Commissioner Lopez commented that she would appreciate it as this could have gotten the city into a lot of trouble.

Motion made by Commissioner Garcia to approve this ordinance, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Garcia, Lopez, Fugate voting "FOR".

Mayor Fugate asked that if there were no objections from the Commission, he would like to move agenda item #7 before agenda #4. No objections were made.

4. Consider awarding RFP#18-05 for Municipal Building first floor renovations and authorizing staff to negotiate a contract, as per the architect's recommendation. (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the City to award the bid and authorize staff to negotiate a contract with Rusty Van Fleet for the Municipal Building first floor renovations. Staff published competitive sealed proposals Bid 18-05 in the newspaper on October 29, 2017 and November 5, 2017. Bids were accepted until 2:00 p.m. on November 14, 2017. Two responses were received from Victory Building Team of Corpus Christi and Rusty Van Fleet of Kingsville. Staff reviewed RFQ 18-05 and found the information received to be responsive. The Municipal Building first floor renovations architect Solka Nava Torno, Inc., reviewed the qualifications and discussed the two firm's bids based on a point evaluation system. Solka Nava Torno, Inc., recommends Rusty Van Fleet to be the best firm for the City of Kingsville Municipal Building first floor renovation.

Motion made by Commissioner Garcia to approve this award, seconded by Commissioner Lopez.

Commissioner Lopez asked if there was a price difference of a few thousand dollars.

Mr. Sosa responded that there was a price difference of \$2,000 on the base bid and if the additive alternates are done is was \$7,500. Although Rusty Van Fleet came in lower if we did alternates 1 and 2, which are the fire alarm system and roof replacement.

Mayor Fugate commented that the City knows what type of product it will receive from Rusty Van Fleet, as the new City Hall is exhibit A.

The motion was passed and approved by the following vote: Garcia, Lopez, Fugate voting "FOR".

- 5. Consider accepting \$2,000 in Academy Sports & Outdoors gift cards from iHeartMedia's radio station KYRS for the Kingsville Police Department. (Chief of Police).**

Motion made by Commissioner Lopez to accept this donation, seconded by Commissioner Garcia.

Commissioner Garcia asked if this was a donation.

Mrs. Alvarez stated that is was her understanding that someone can go and enter into a drawing to win but they are also supposed to name a community group that would get like and award. So, whoever won submitted the Police Department in with the drawing as well.

The motion was passed and approved by the following vote: Lopez, Garcia, Fugate voting "FOR".

- 6. Consider waiver of building permit fees for HOME Program to assist County with grant cash match. (Planning & Development Services Director).**

Motion made by Commissioner Garcia to approve this waiver, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Garcia, Fugate voting "FOR".

- 7. Consider waiver of building permit fee and plan review fee for the remodel of the Pete De La Garza (former Exxon Building) for Kleberg County. (Planning & Development Services Director).**

Mr. Garza commented that this request is for the waiver of building permit fee and plan review fee for an amount of \$9,697.50.

Mr. Rudy Madrid, Kleberg County Judge stated that the County is in a unique situation as it is an exciting time for Kleberg County at this time, as it is their fifth major project in the last three years which will not cost our tax payers any money. This remodel will be a great addition to the City's Downtown Renovation Plan. Madrid stated that when he became part of the County Commissioner's Court, he did a group analysis cost on the County. He wanted to see where their wasteful spending was and without a doubt, the Pete De La Garza Building was one of the County's biggest downfalls in Kleberg County's pocketbook. Madrid stated that he wants to make a negative into a positive and turn this building into something that can generate revenue for Kleberg County. The County has been losing money on this building for the last ten years. When they stopped construction on this building, the County still had the note to pay back. There

were several changes orders made and a list of other things that went wrong during that tenure. The top floor of the building was completed which houses Child Protective Services and Adult Protective Services. These two agencies pay a rental fee, but is a very minimal amount per month. He stated that he would like to turn this around for the County and make it into something that can bring in the revenues, in order to pay the note on this building. The idea Madrid has is to make this a State building, to house most of the State offices here in Kleberg County. The timeframe for the completion of this project is June, 2018. Madrid further stated that the area that is housing election equipment, he would like to move the Veteran's Affairs office, which will serve for both the County and City.

Motion made by Commissioner Garcia to approve waiver of building permit fee and plan review fee for the remodel of the Pete De La Garza (former Exxon Building) for Kleberg County, seconded by Commissioner Lopez. The motion was approved and approved by the following vote: Garcia, Lopez, Fugate voting "FOR".

8. **Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget to include JK Northway project not completed in FY2016-2017. (Finance Director).**

Introduction item.

9. **Consider accepting donation of approximately \$1,800 bench for the downtown district from the Kingsville Historic Downtown District Association. (Downtown Manager).**

Motion made by Commissioner Garcia to accept this donation, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Garcia, Fugate voting "FOR".

10. **Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget to accept and expend a donation from the Kingsville Historic Downtown District Association. (Downtown Manager).**

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:23 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: December 13, 2017

SUBJECT: Budget Amendment-Roll Over JK Northway Canopy Project

Summary:

This item authorizes the approval of a budget amendment to include a JK Northway capital project not completed in FY 16-17 into the FY 17-18 budget.

Background:

In FY 16-17, the City of Kingsville approved various capital projects that were still in progress at fiscal year-end close. Since the completion dates of these projects were not known at the time of preparing the FY 17-18 budget, the following projects need to be rolled over into the FY 17-18 budget through a budget amendment:

- Insurance Claim Recovery Fund-\$97,261.92 JK Roof and Walls for the completion of the Canopy

Financial Impact:

This budget amendment will allow for the completion of these projects originally budgeted in the prior fiscal year. A total of \$97,261.92 will be rolled over from FY 16-17 fund balance into the FY 17-18 budget.

Recommendation:

Staff recommends authorization of this budget amendment to complete these capital projects.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO INCLUDE JK NORTHWAY PROJECT NOT COMPLETED IN FISCAL YEAR 2016-2017.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 096 Insurance Claim Recovery Fund					
Equity					
2		Restricted-Insurance Claim Recovery	61002		\$ 97,261.92
Expenses					
5-1076		JK Roof and Walls	93003	\$ 97,261.92	

[To amend the City of Kingsville FY 17-18 Budget to include a JK Northway canopy project that was not completed in FY 16-17 as per the attached memo from the Finance Director.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 18th day of December, 2017.

PASSED AND APPROVED on this the __ day of _____, 201__.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

**City of Kingsville
City Manager's Office**

TO: Mayor and City Commissioners
FROM: Jesus A. Garza, City Manager
DATE: January 5, 2018
SUBJECT: Return of Donation

Summary:

This action item returns a donation from the Kingsville Historic Downtown District Association originally intended for the purchase of a bench. This action is to provide the new Board of Directors for KHDDA the opportunity to expend the funds.

Background:

KHDDA is an organization made up of downtown merchants. Their mission is to activate and improve the downtown in the form of events and improvements. For example, KHDDA was instrumental in the creation of the Ranch Hand Festival and in the past, has also assisted in the organization and implementation of downtown initiatives. The organization is currently undergoing a transition of Board Members and the new Board Members have asked to have the opportunity to utilize funds in a way that is consistent with their vision and that of the City of Kingsville's Downtown Vision Plan.

Financial Impact:

Return of donation in an amount of nearly \$1,700.

Recommendation:

Staff recommends approval of this item.



REGULAR AGENDA

AGENDA ITEM #3

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: December 19, 2017
SUBJECT: Municipal Building First Floor Renovations

Summary: This item authorizes the City to enter into a contract with Rusty Van Fleet Construction, Inc., for the Municipal Building First Floor Renovations for the City of Kingsville.

Background: We published Competitive Sealed Proposals Bid#18-05 in the newspaper on October 29, 2017 and November 05, 2017. Bids were accepted until 2:00 PM on November 14, 2017. Two responses were received from Victory Building Team of Corpus Christi Texas and Rusty Van Fleet of Kingsville, Texas. Staff reviewed RFQ #18-05 and found the information received to be responsive. The Municipal Building First Floor Renovations Architect Solka Nava Torno Inc. reviewed qualifications and discussed the two firm's bids based on a point evaluation system. The Municipal Building First Floor Renovations Architect Solka Nava Torno recommended Rusty Van Fleet to be the best firm for the City of Kingsville Municipal Building First Floor Renovations. At a City Commission meeting on December 18, 2017, the Commission awarded RFP#18-05 to Rusty Van Fleet Construction and authorized staff to negotiate a contract. A contract has been negotiated and is submitted for approval.

Financial Impact:

The total amount of the contract for the Municipal Building First Floor Renovations with the approved alternates is \$915,500.00 from 054-5-6201-71300 Building Fund. Funds are available since the budget amendment was approved by Commission on 12/18/2017.

Recommendation:

It is recommendation the City enter into a contract with Rusty Van Fleet Construction, Inc. of P.O. Box 5101 Kingsville, Texas for the Municipal Building First Floor Renovations for the City of Kingsville, as per staff and architect recommendation.



RESOLUTION #2018-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE CITY OF KINGSVILLE AND RUSTY VAN FLEET CONSTRUCTION, INC. FOR THE MUNICIPAL BUILDING FIRST FLOOR RENOVATION PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have the first floor of the Municipal Building renovated for Collections and Municipal Court and the City has secured funding for this contract via the FY17-18 budget in the Building Fund;

WHEREAS, the City Commission on December 18, 2017 authorized staff to negotiate a fair and reasonable contract with Rusty Van Fleet Construction as that company was the best firm under the competitive sealed proposal process, and such proposals were advertised in conjunction with architects SolkaNavaTorno, Inc. on October 29th and November 5th of 2017;

WHEREAS, the City and Rusty Van Fleet Construction Inc. have worked to prepare a Construction Contract for the Municipal Building First Floor Renovation Project between the City of Kingsville and Rusty Van Fleet Construction, Inc.

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Construction Contract for the Municipal Building First Floor Renovation Project between the City of Kingsville and Rusty Van Fleet Construction, Inc. in accordance with Exhibit A hereto attached and made a part hereof and in accordance with any documents referenced in the contract but not attached hereto.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
8th day of January, 2018.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between the City of Kingsville, 400 W. King Avenue, Kingsville, Texas 78363 (hereinafter called CITY) and Rusty Van Fleet Construction, Inc. (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

“City of Kingsville – BID 18-05 MUNICIPAL BUILDING FIRST FLOOR RENOVATION”

Article 2. ARCHITECT:

The Project has been designed by:

SOLKANAVATORNO, LLC architects

6262 Weber Road, Suite 310

Corpus Christi, TX 78413-4031

p: 361.854.1471

f: 361.854.1470

Who is hereinafter called ARCHITECT and who is to act as CITY’S representative, assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be completed and ready for final payment in accordance with the General Conditions within 210 calendar days from the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY two hundred & 00/100 dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY two hundred dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for completion and readiness for final payment.

Article 4. CONTRACT PRICE:

- 4.1 CITY shall pay CONTRACTOR for completion of Work in accordance with the Contract Documents in current funds as follows: Per Contractors Proposal dated **November 14, 2017** in the total base bid + total Alternate No. 1 and Alternate No. 2 in the amount of **\$915,500.00** as attached and a part of this contract document.

Article 5. PAYMENT PROCEDURES:

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Architect as provided in the General Conditions.

Article 6. INTEREST:

All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTORS REPRESENTATIONS:

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigation, explorations, tests reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General and Special Conditions.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consists of the following:

- 8.1 A bound set of executed documents and specifications titled:

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS
FOR
BID 18-05
MUNICIPAL BUILDING FIRST FLOOR RENOVATION
FOR
CITY OF KINGSVILLE, TEXAS**



City Manager

Jesus A Garza

Mayor

Sam Fugate

Commissioner(s)

Alfonso R Garcia

Noel Pena

Arturo Pecos

Edna Lopez

OCTOBER 30, 2017

Prepared by:

SOLKANAVATORNO, LLC architects

6262 Weber Road, Suite 310

Corpus Christi, TX 78413-4031

p: 361.854.1471

f: 361.854.1470

together with all of the items or sections listed in the Table of Contents thereof.

- 8.2 A Notice of Award consisting of one page.
- 8.3 A Notice to Proceed with Construction consisting of one page which shall be executed at a later date.
- 8.4 A set of Drawings consisting of Thirty-Two (32) sheets titled:

Description

1.	G1.0	Title Sheet
2.	G1.1	General Information
3.	D1.0	First Floor Demolition Floor Plans
4.	A1.0	First Floor Plan - New Work
5.	A2.0	Room Finish Schedule
6.	A2.1	Opening Schedule
7.	A5.0	Interior Elevations And Details
8.	A5.1	Interior Elevations And Details
9.	A5.2	Interior Elevations And Details
10.	A5.3	Interior Elevations And Details
11.	A5.4	Interior Elevations And Details
12.	A5.5	Interior Elevations and Details
13.	A6.0	Opening Details
14.	A7.0	Roof Plan
15.	A7.0	Roof Details
16.	A8.0	First Floor Reflected Ceiling Plan
17.	MEP1.0	MEP Roof Plan - Demo
18.	MEP2.0	MEP Roof Plan
19.	M0.0	Mechanical Symbols And Abbreviations
20.	M1.0	First Floor Mechanical Demo Plan
21.	M2.0	First Floor Mechanical Plan
22.	M3.0	Second Floor Mechanical Plan
23.	M4.0	Mechanical Details
24.	M5.0	Mechanical Schedules
25.	E0.0	Electrical Symbol Legend
26.	E1.0	First Floor Lighting Plan
27.	E2.0	First Floor Electrical Power Plans
28.	E3.0	Electrical Details
29.	E4.0	Electrical Details
30.	P1.0	First Floor Plumbing Demo Plan
31.	P2.0	First Floor Plumbing Plan
32.	P4.0	Plumbing Specifications

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

- 10.1 **The successful bidder who is awarded this bid will be required to complete and return a Conflict of Interest Questionnaire and a Form 1295 – Certificate of Interested Parties**
- 10.2 This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR.
- 10.3 CONTRACTOR agrees to abide by all local, state, and federal nondiscrimination and fair wages, and all other laws applicable to this contract.
- 10.4 CONTRACTOR agrees that it does not now, nor will it during the term of this contract, boycott Israel.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to CITY and CONTRACTOR and one counterpart to ARCHITECT. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ARCHITECT on their behalf.

This Agreement will be effective on _____, 2018

CITY:
City of Kingsville, Texas

CONTRACTOR:
Rusty Van Fleet Construction, Inc.

By: _____
Jesus, A. Garza, City Manager

By: _____
Rusty Van Fleet, President

Attest: _____

Attest: _____

Address for giving notices:

**City of Kingsville
400 W. King Avenue
Kingsville, Texas, 78363**

Address for giving notices:

**Rusty Van Fleet Construction, Inc.
P.O. Box 5101
Kingsville, Texas 78364**

AGENDA ITEM #4

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: December 20, 2017

SUBJECT: 2019 Selective Traffic Enforcement Program

Summary:

The Kingsville Police Department has been invited to participate in the 2019 Selective Traffic Enforcement Program STEP.

Background:

STEP grant funding assists in paying for overtime activities by local law enforcement and should focus on reducing the incidences of speeding, driving while intoxicated, failure to use occupant restraint systems, intersection traffic control violations and enforcement of state and local ordinances on cellular and texting devices. In order to participate in STEP, the agency must have an active overtime policy that allows for STEP enforcement to occur.

The following items are requirements for enforcement on STEP-COMP grants:

- Proposers are required to maintain an average of at least a 2.5 vehicle stops per enforcement hour.
- All enforcement activities must be initiated within, or in route to, an established Enforcement Zone as outlined in the grant's Operational Plan.

Financial Impact:

The grant for "STEP" is a reimbursement type and requires a 20% cash match. We have been conditionally approved \$12,000.00 in funds to cover personnel costs, fuel and equipment.

Recommendation:

We would request a resolution authorizing participation in the 2019 Selective Traffic Enforcement Program. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING PARTICIPATION IN AND ACCEPTANCE OF FUNDS FROM THE 2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR POLICE TRAFFIC ENFORCEMENT WITH AN ANTICIPATED CASH MATCH; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation has invited the City of Kingsville Police Department to participate in a grant for Selective Traffic Enforcement Program (STEP) grant in an effort to deter DWI/DUI, seatbelt, traffic control, speed, and distracted driving violations in order to improve public safety; and

WHEREAS, the City of Kingsville has previously been allowed to apply for reimbursement of overtime for law enforcement personnel and other allowed costs associated with this project that will assist with the deterrence of illegal traffic activity in our area;

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Texas Department of Transportation for grant monies for reimbursement for personnel costs, fuel and maintenance for law enforcement purposes for the 2019 STEP grant cycle which covers FY18-19; and

WHEREAS, the maximum amount awarded under the grant is \$12,000 and the grant requires a 20% cash match, the City agrees to provide the applicable matching funds for the grant, which are estimated to be \$2,400, as required by the 2019 STEP grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of the grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Texas Department of Transportation in full;

WHEREAS, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;

WHEREAS, the City Kingsville Police Department was recently notified that it has been conditionally approved \$12,000.00 in funds for the Selective Traffic Enforcement Program grant, which is a reimbursement type grant that requires a 20% cash match.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Commission of the City of Kingsville approves: the submission of the grant application for the 2019 Selective Traffic Enforcement Program grant that has a 20% cash match and the acceptance of grant funds reimbursement for personnel costs, fuel and maintenance for law enforcement purposes through the Texas Department of Public Safety.

II.

THAT this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission the 8th day of January, 2018.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

Texas Department of Transportation

Traffic Safety Section

FY 2019 STEP Request for Proposals

FY 2019 STEP Program Summary

The grant proposal process for the FY2019 Selective Traffic Enforcement Program (STEP) has undergone a number of changes from previous years, so please read this document carefully.

Changes to STEP in FY 2019 include:

- Elimination of “points” system in favor of “vehicle-stops per hour” system
- Use of geo-located data to develop Enforcement Zones in Operational Plan
- Elimination of STEP-WAVE grant type
- Use of CRIS data to develop crash activity baseline for performance measurement

Maximum budget amounts for STEP-COMP and STEP-CMV grants have been determined using crash data from the Crash Records Information System (CRIS) and a weighted funding formula to determine eligible amounts for each agency:

- DWI/DUI - Driving While Intoxicated/Driving Under the Influence
- OP - Failure to Use Occupant Restraint, including child-passenger safety seats
- ITC - Intersection Traffic Control
- SP - Speed Enforcement /Control
- DD - Distracted Driving

Agencies may choose to receive less than the maximum amount for which they qualify based on the formula and agencies not listed for a specified amount may receive up to \$12,000 for a STEP-COMP grant and/or a \$12,000 CMV grant. See attached budget limits (Attachment A).

Eligibility for funding

STEP grant funding assists in paying for overtime activities by local law enforcement and should focus on reducing the incidences of speeding, driving while intoxicated, failure to use occupant restraint systems, intersection traffic control violations and enforcement of state and local ordinances on cellular and texting devices. In order to participate in STEP, the agency must have an active overtime policy that allows for STEP enforcement to occur.

Organizations eligible for STEP funds include the Texas Department of Public Safety (TxDPS), sheriff's offices, constable's offices, local police departments, and inter-governmental coordination entities for law enforcement efforts; i.e. COGs.

Enforcement Requirements

The following items are requirements for enforcement on both STEP-COMP and STEP-CMV grants:

- Proposers are required to contribute at least 20% of the total budget in approved match.
- Proposers are required to maintain an average of at least a 2.5 vehicle stops per enforcement hour.
- All enforcement activities must be initiated within, or in route to, an established Enforcement Zone as outlined in the grant's Operational Plan.

Grant Types and Definitions

STEP-COMP grants

Officers conducting enforcement on a STEP-COMP grant will make enforcement of Impaired Driving, Occupant Protection, Speed, Intersection Traffic Control, and Distracted Driving their top priority during enforcement, although any traffic-related probable cause may be used to initiate a vehicle stop. In order for a vehicle stop to be counted as part of the agency's grant performance, the vehicle stop must be initiated for infractions witnessed inside of, or in route to an established Enforcement Zone. For purposes of documentation, each officer's Daily Activity Report should reflect the Enforcement Zone in which the stop was made, the time and specific location of the stop (ie. 4800 block of South Broadway), and at what time individual car stops were made. The officer should run the offender's driver license for warrants, run the vehicle registration for its history, and must document taking one of the following three actions:

- Issuing a written warning
- Issuing a citation
- Making an arrest

Agencies will still document and report the numbers of such warnings, citations and arrests made on STEP time to TxDOT at the end of each month or enforcement period, but there will be no target numbers established for each individual element. Agencies will be considered to be in compliance with TxDOT performance expectations as long as they maintain an average of 2.5 vehicle stops or more during each hour of STEP-COMP enforcement. STEP-COMP subgrantee agencies should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

- Thanksgiving (November 15-27, 2018)
- Christmas/New Year's (December 15-31, 2018)
- Spring Break (March 8-25, 2019)
- Memorial Day (May 20-31, 2019)
- Independence Day (June 27-July14, 2019)

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- Labor Day (August 17- September 3, 2019)

Maximum budget amounts for STEP-COMP grants have been determined using crash data from CRIS, with a weighted funding formula to determine eligible amounts for each agency. The budget amount listed is the maximum offer for FY 2019. Agencies may choose to receive less than the maximum amount for which they qualify based on the formula and agencies not listed for a specified amount may receive up to \$12,000 for a STEP-COMP grant and/or a \$12,000 CMV grant. Funds are authorized on a Federal fiscal year basis only and awarded grants are contingent upon the availability of Federal funds.

Baseline Information

Baseline information serves as a foundation for proposers to measure pre-grant traffic enforcement activity. Baseline information must be provided by the proposers to identify local traffic enforcement related activity and includes the total number of traffic and patrol hours by the subgrantee agency and the total number of vehicle stops in the past 12 months. The information must exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Additionally, proposers must enter the three-year-average KA crash data for their jurisdiction as it appears on the RFP Budget Document. The baseline numbers are critical in establishing the causes and numbers of fatalities, injuries, crashes and property damage in a community and are used to measure the effectiveness of grant-related enforcement efforts in reducing crashes.

STEP-CMV grants

Requirements outlined in this section apply to all STEP grant proposals that offer commercial motor vehicle enforcement opportunities 365 days per year. Law enforcement agencies requesting or already operating a STEP-COMP grant may also request a STEP-CMV. Maximum funding levels for CMV grants have also been

determined using crash data from CRIS and the funding formula based on the CRIS data. Agencies wishing to enforce CMV but are not listed as a funded agency may receive \$12,000 in CMV funding. Agencies desiring to pursue a CMV grant must inform their local TxDOT Traffic Safety Specialist.

Officers conducting enforcement on a STEP-CMV grant should make enforcement of Impaired Driving, Occupant Protection, Speed, Hazardous Moving Violations and Distracted Driving their top priority during enforcement, although any traffic-related probable cause can be used to initiate a CMV stop. Officers may not weigh, inspect equipment or review driver logs while on STEP time. In order for a vehicle stop to be counted as part of the agency's grant performance, the vehicle stop must be initiated for infractions witnessed inside of, or in route to an established Enforcement Zone. For purposes of documentation, each officer's Daily Activity Report should reflect the Enforcement Zone in which the stop was made, the time and specific location of the stop (ie. 4800 block of South Broadway), and at what time individual car stops were made.

The officer should run the offender's driver license for warrants, run the vehicle registration for its history, and must document taking one of the following three actions:

- Issuing a paper warning
- Issuing a citation
- Making an arrest

Agencies will still document and report the numbers of such warnings, citations and arrests made on STEP time to TxDOT at the end of each month or enforcement period, but there will be no target numbers established for each individual element. Agencies will be considered to be in compliance with TxDOT performance expectations as long as they maintain an average of one (1) vehicle stop or more during each hour of STEP-CMV enforcement.

Baseline Information

Baseline information serves as a foundation for proposers to measure pre-grant traffic enforcement activity. Baseline information must be provided by the proposers to identify local traffic enforcement-related activity focused on commercial motor vehicles, including hours worked and CMV stops made. The information must exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Additionally, proposers must enter the three-year-average crash data for their jurisdiction as it appears on the RFP Budget Document under the heading CMV. The baseline numbers are critical in establishing the causes and numbers of fatalities, injuries, crashes and property damage, in a community and are used to measure the effectiveness of grant-related enforcement efforts in reducing crashes.

Additional Requirements

Public Information & Education (PI&E)

Law enforcement agencies are required to provide PI&E activities, including the distribution of PI&E materials, throughout the grant period. Salaries being claimed for PI&E activities must be included in the budget. Proposal help for budgeting PI&E Salaries and Fringe Benefits is located [here](#).

Law enforcement agencies are required to provide a minimum of 5 documented PI&E activities throughout the grant period. These should coincide with identified holiday mobilization periods and include appropriate motorist education efforts. For example, during the Memorial Day Mobilization period, otherwise known as Click-It-Or-Ticket, agencies should develop media opportunities focused on the importance of buckling up and properly securing children, or a similarly themed community event.

Agencies are encouraged to coordinate their PI&E efforts with their local TxDOT Traffic Safety Specialist.

Operational Plan

Beginning in FY 2019, agencies will no longer be required to perform surveys for the identification of speed sites or for safety belt compliance. Instead, agencies will use geolocated KA (Fatal and Serious Injury) crash data from the CRIS database to establish the foundation for at least two STEP Enforcement Zones within their jurisdiction. Crash heat maps for your jurisdiction are available by clicking [here](#) and then following the link to "TxDOT STEP Program Resources."

The purpose of the creation of STEP Enforcement Zones is to focus high-visibility enforcement on areas with a history of high KA crashes, and zones should be developed and patrolled accordingly. Therefore, only KA crash data from the CRIS database may be used to initiate the creation of an Enforcement Zone. In the event that an agency has no KA crashes in its jurisdiction, TxDOT may approve, on a case-by-case basis, patrol zones based on other data available to the agency.

At a minimum, Enforcement Zones should be anchored by the locations of one or more KA crash and expanded to include areas of approach in any direction and for a reasonable distance from the crash site or sites in evidence. As a rule, Enforcement Zones should cover no more than four (4) square miles, although it may take the form of any logical shape. For example, in a city, the Enforcement Zone may align with the street grid and be centered on high-crash intersections, whereas on a rural highway, the patrol zone might encompass four contiguous miles that include the high-crash area(s), but do not include other areas outside of the highway's linear footprint.

Crash maps detailing the location of each KA crash used to develop the jurisdiction's funding will be provided by the Department of Public Safety through TxDOT. Agencies must use these maps to develop and document their STEP Enforcement Zones. At

their option, agencies may also use other geolocated data from their own RMS to further define, augment and justify the perimeters of their Enforcement Zones.

All STEP Enforcement Zones must be approved by TxDOT prior to enforcement beginning. Identifying new Enforcement Zones after the grant begins is discouraged. STEP enforcement should be used to patrol areas identified through historical crash data, not to react to short-term trends.

STEP-CMV grants will also be location-based. Maps showing the locations of KA crashes involving CMV are available upon request from the TxDOT STEP Program Manager.

Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or develop policies and procedures prior to a STEP grant being executed. The program will certify that the applying agency has, or will develop such procedures during the proposal process in eGrants. Those policies and procedures include:

- **Roles and Responsibilities** – a description of which position serves as STEP project director and a list of their main responsibilities
- **STEP Shifts** – a description of how the agency selects individuals to work a STEP Shift
- **Authorization to Work** – a description of how prior approval is obtained for an individual authorized to work a STEP shift
- **Work Restrictions** – a list of any restrictions imposed on working STEP, such as limitations on the number of hours an officer can work per shift, etc.
- **Supervision** – a description of how the agency supervises
 - officers working STEP shifts
- **Overtime Status** – a description on how the agency determines an individual's overtime status before working STEP
- **Documentation** – a description of how an individual's time worked on a
 - STEP shift is documented

- **Required STEP Documentation** – a description of the paperwork that is required after the STEP shift ends (i.e., time sheets, overtime cards, STEP daily activity reports, citations)
- **Approval Process** – a description of the process the supervisor uses to approve and document the hours worked
- **Performance Targets** – a description of the process used to oversee the agency's performance toward meeting the grant's performance measures/target numbers
- **STEP Indicator** -- The number of vehicle stops made during STEP enforcement divided by the number of STEP enforcement hours worked. Must be at least 2.5 over the life of the grant.

Internal Ethics and Compliance Program

Each agency will be required to undergo a review by TxDOT's Internal Compliance Program prior to grant execution. Agencies must demonstrate compliance with Title 43 Texas Administrative Code §25.906(b) by certifying adoption of an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program) prior to any grant execution.

Proposal Process and Timeline

An eGrants system message will be sent to all law enforcement or other STEP agencies that are registered users of eGrants announcing this Request for Proposals. This message will be sent via eGrants on November 10, 2017.

Activity / Milestone	Target Due Date
Submission	
Request for Proposals (RFP) Posted	11/10/2017
Proposal Submission Training for STEP Grants	11/17/2017
Deadline for Proposal Submission	01/11/2018
Review and Negotiations	
Proposal Review Begins	02/21/2018
Proposal Review Complete	04/13/2018
Funding Approval	
Funding List and Minute Order Developed	05/01/2018
Funding Approved By Transportation Commission	05/31/2018
HSP Development	
HSP Drafted and Reviewed	06/01/2018
HSP Submitted to NHTSA	07/02/2018
HSP Approved and Published	08/15/2018
Award Grants	
Grants Awarded, Executed and Activated in eGrants	10/01/2018

Please refer any questions or comments about this process to Larry Krantz, TxDOT Police Traffic Services Program Manager.

Attachment A

FY 2019 STEP Budgets by Jurisdiction

Jurisdiction	DUI-KA	OP-KA	SP-KA	ITC-KA	CMV-KA	Total-KA	Qualified CMV	Qualified COMP
ABILENE	11	8	4	35	2	76		\$53,000
ALLEN	5	4	4	11	1	24		\$48,000
AMARILLO	17	13	8	65	4	132	\$33,000	\$153,000
ARLINGTON	42	32	23	89	7	225	\$50,000	\$225,000
AUSTIN	91	41	41	234	13	530	\$50,000	\$1,000,000
BAYTOWN	10	11	4	31	2	74		\$71,000
BEAUMONT	10	8	4	45	7	112	\$37,000	\$80,000
BRENNHAM	1	3	1	3	0	7		\$17,500
BROWNSVILLE	10	11	5	35	2	86		\$74,000
BRYAN	9	8	4	26	2	57		\$42,000
CARROLLTON	11	6	5	17	2	45		\$42,000
COLLEGE STATION	11	7	3	31	2	54		\$49,000
CONROE	9	8	3	23	3	56		\$41,000
CORPUS CHRISTI	26	19	12	46	4	146	\$38,000	\$155,000
DALLAS	174	161	145	413	30	1015	\$50,000	\$1,000,000
DEER PARK	2	1	1	6	0	12		\$45,000
DENTON	18	14	9	35	6	85	\$50,000	\$89,000
EDINBURG	5	5	1	19	2	38		\$54,000
EL PASO	50	19	12	106	9	253	\$50,000	\$257,000
EULESS	2	3	1	10	0	22		\$63,000
FORT WORTH	63	63	39	262	34	629	\$50,000	\$185,000
FRISCO	5	2	2	13	1	29		\$81,000
GALVESTON	7	9	3	19	0	41		\$41,000
GARLAND	16	15	12	61	5	131	\$50,000	\$226,000
GRAND PRAIRIE	20	22	13	44	5	100	\$50,000	\$140,000
HALTOM CITY	6	3	5	7	1	26		\$17,000
HARLINGEN	7	4	5	18	0	35		\$53,000
HOUSTON	170	167	73	534	41	1316	\$400,000	\$1,000,000
HURST	3	2	3	18	1	39		\$13,000

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FY 2019 STEP Budgets by Jurisdiction

Jurisdiction	DUI-KA	OP-KA	SP-KA	ITC-KA	CMV-KA	Total-KA	Qualified CMV	Qualified COMP
IRVING	22	15	16	29	3	84	\$49,000	\$163,000
KELLER	2	1	2	5	0	11		\$32,000
KILLEEN	12	12	11	46	1	88		\$113,000
LA PORTE	4	2	2	5	2	19		\$45,000
LAREDO	15	19	1	38	7	96	\$90,000	\$110,000
LEWISVILLE	12	7	9	24	3	62	\$27,000	\$80,000
LONGVIEW	10	9	10	18	2	42		\$38,000
LUBBOCK	22	22	13	41	2	92		\$61,000
MCALLEN	9	8	3	30	1	56	\$80,000	\$108,000
MCKINNEY	7	4	3	20	1	44		\$82,000
MESQUITE	13	17	14	29	6	80	\$50,000	\$42,000
MIDLAND	15	13	9	30	3	64	\$45,000	\$21,000
MISSION	2	3	1	7	0	15		\$57,000
MISSOURI CITY	2	3	1	12	0	23		\$41,000
MOUNT PLEASANT	1	2	1	7	1	12	\$12,000	\$36,000
NEW BRAUNFELS	6	6	8	19	6	53	\$34,000	\$67,000
NORTH RICHLAND HILLS	1	2	2	11	0	22		\$42,000
ODESSA	13	9	3	26	2	57		\$51,000
PASADENA	15	11	6	52	3	97		\$90,000
PLANO	21	14	12	61	5	128	\$50,000	\$137,000
PORT ARTHUR	5	5	1	14	1	42		\$38,000
RICHARDSON	9	8	3	25	1	59		\$40,000
ROUND ROCK	7	4	4	16	1	44		\$30,000
RURAL ANDERSON COUNTY	8	5	8	2	2	19		\$20,000
RURAL ANDREWS COUNTY	7	9	5	7	6	24	\$45,000	\$19,000
RURAL ANGELINA COUNTY	7	7	9	7	4	32	\$22,000	\$19,000
RURAL BASTROP COUNTY	18	12	11	23	6	83	\$50,000	\$50,000
RURAL BELL COUNTY	7	7	15	12	2	44		\$41,000
RURAL BEXAR COUNTY	19	13	17	58	9	129	\$50,000	\$540,000

Attachment A

FY 2019 STEP Budgets by Jurisdiction

Jurisdiction	DUI-KA	OP-KA	SP-KA	ITC-KA	CMV-KA	Total-KA	Qualified CMV	Qualified COMP
RURAL BOWIE COUNTY	13	13	6	12	7	52	\$50,000	\$50,000
RURAL BRAZORIA COUNTY	26	24	20	21	3	98	\$50,000	\$50,000
RURAL BURNET COUNTY	11	7	15	6	2	40	\$12,000	\$42,000
RURAL CALDWELL COUNTY	6	7	7	4	1	20		\$17,000
RURAL CAMERON COUNTY	12	10	9	11	2	37		\$40,000
RURAL CASS COUNTY	8	7	14	3	3	26	\$37,000	\$32,000
RURAL CHAMBERS COUNTY	11	11	4	7	8	42	\$50,000	\$50,000
RURAL CHEROKEE COUNTY	9	10	10	4	2	31		\$50,000
RURAL COLLIN COUNTY	9	7	9	11	2	44		\$32,000
RURAL COMAL COUNTY	8	5	13	12	2	50		\$41,000
RURAL COOKE COUNTY	7	6	9	4	1	22		\$19,000
RURAL CORYELL COUNTY	6	6	9	8	2	32		\$17,000
RURAL ECTOR COUNTY	22	24	11	34	13	80	\$50,000	\$50,000
RURAL EL PASO COUNTY	12	7	3	11	5	38	\$48,000	\$86,000
RURAL ELLIS COUNTY	13	12	16	5	3	46	\$50,000	\$50,000
RURAL ERATH COUNTY	6	10	10	7	5	36	\$23,000	\$17,000
RURAL FANNIN COUNTY	7	5	6	4	2	20		\$19,000
RURAL FAYETTE COUNTY	8	7	6	5	5	30	\$34,000	\$22,000
RURAL FORT BEND COUNTY	17	9	6	43	4	99	\$28,000	\$50,000
RURAL GRAYSON COUNTY	16	11	15	8	3	46		\$50,000
RURAL GREGG COUNTY	9	6	8	9	3	37	\$20,000	\$24,000
RURAL GRIMES COUNTY	9	9	6	8	3	34	\$24,000	\$24,000
RURAL GUADALUPE COUNTY	9	9	11	12	6	43	\$50,000	\$42,000
RURAL HARDIN COUNTY	7	6	8	7	5	34	\$27,000	\$19,000
RURAL HARRIS COUNTY	132	119	74	222	18	659	\$135,000	\$715,000
RURAL HARRISON COUNTY	18	11	16	8	7	57	\$50,000	\$50,000
RURAL HAYS COUNTY	13	7	19	15	3	55		\$50,000
RURAL HENDERSON COUNTY	11	9	8	6	3	29	\$30,000	\$29,000
RURAL HIDALGO COUNTY	35	31	27	38	3	104	\$50,000	\$50,000

Attachment A

FY 2019 STEP Budgets by Jurisdiction

Jurisdiction	DUI-KA	OP-KA	SP-KA	ITC-KA	CMV-KA	Total-KA	Qualified CMV	Qualified COMP
RURAL HOCKLEY COUNTY	7	6	3	4	1	16		\$18,000
RURAL HUNT COUNTY	12	15	8	9	5	52	\$50,000	\$50,000
RURAL JOHNSON COUNTY	18	15	18	17	4	72	\$50,000	\$50,000
RURAL KARNES COUNTY	1	3	2	17	5	37	\$30,000	
RURAL KAUFMAN COUNTY	10	13	13	14	4	65	\$43,000	\$50,000
RURAL KENDALL COUNTY	6	6	11	4	1	27		\$27,000
RURAL KERR COUNTY	10	6	13	3	3	38		\$37,000
RURAL LIBERTY COUNTY	9	12	6	12	4	43	\$50,000	\$50,000
RURAL LLANO COUNTY	7	5	6	1	1	18		\$18,000
RURAL LUBBOCK COUNTY	15	9	6	13	5	39	\$50,000	\$48,000
RURAL MATAGORDA COUNTY	10	13	9	9	2	34		\$50,000
RURAL MCLENNAN COUNTY	13	9	18	15	7	60	\$50,000	\$50,000
RURAL MEDINA COUNTY	9	8	9	6	2	28		\$25,000
RURAL MIDLAND COUNTY	13	12	10	18	17	50	\$50,000	\$50,000
RURAL MONTGOMERY COUNTY	60	40	45	63	10	225	\$50,000	\$116,000
RURAL NACOGDOCHES COUNTY	11	9	11	6	4	39	\$37,000	\$38,000
RURAL NAVARRO COUNTY	8	7	8	3	2	25		\$21,000
RURAL NUECES COUNTY	7	6	6	6	2	25		\$18,000
RURAL ORANGE COUNTY	9	4	6	7	3	26		\$24,000
RURAL PARKER COUNTY	7	8	12	8	3	42	\$21,000	\$29,000
RURAL POLK COUNTY	11	12	10	11	6	50	\$50,000	\$45,000
RURAL POTTER COUNTY	7	8	7	8	7	28	\$43,000	\$18,000
RURAL RANDALL COUNTY	7	4	5	7	2	21		\$19,000
RURAL RUSK COUNTY	8	10	13	8	5	44	\$37,000	\$32,000
RURAL SAN JACINTO COUNTY	13	10	10	7	2	38		\$50,000
RURAL SMITH COUNTY	18	20	26	20	11	107	\$50,000	\$20,000
RURAL TOM GREEN COUNTY	4	5	5	5	1	19	\$15,000	\$45,000
RURAL TRAVIS COUNTY	29	20	27	53	6	160	\$50,000	\$50,000
RURAL UPSHUR COUNTY	6	11	6	5	3	31		\$23,000

Attachment A

FY 2019 STEP Budgets by Jurisdiction

Jurisdiction	DUI-KA	OP-KA	SP-KA	ITC-KA	CMV-KA	Total-KA	Qualified GMV	Qualified COMP
RURAL VAN ZANDT COUNTY	11	13	15	12	5	54	\$50,000	\$50,000
RURAL VICTORIA COUNTY	8	8	7	10	4	43	\$19,000	\$22,000
RURAL WALLER COUNTY	8	7	7	9	5	35	\$27,000	\$20,000
RURAL WASHINGTON COUNTY	7	5	6	4	2	25		\$19,000
RURAL WHARTON COUNTY	6	10	9	7	3	29	\$20,000	\$17,000
RURAL WILLIAMSON COUNTY	24	18	14	31	7	88	\$50,000	\$50,000
RURAL WISE COUNTY	13	9	7	9	6	41	\$50,000	\$34,000
RURAL WOOD COUNTY	6	5	12	8	1	35		\$27,000
SAN ANGELO	6	7	5	21	1	40		\$15,000
SAN ANTONIO	139	91	93	381	25	939	\$50,000	\$900,000
SAN MARCOS	11	6	5	20	3	52	\$25,000	\$43,000
SOUTHLAKE	0	0	0	3	0	7		\$41,000
SUGAR LAND	3	3	2	9	1	28	\$12,000	\$54,000
TEMPLE	4	5	4	18	3	39	\$11,000	\$12,000
TEXAS CITY	7	4	2	16	1	39		\$29,000
TEXAS DPS								\$600,000
TYLER	7	6	5	34	3	66	\$19,000	\$71,000
VICTORIA	7	5	4	14	1	34		\$28,000
WACO	21	12	9	55	5	102	\$50,000	\$117,000
WAXAHACHIE	7	8	5	19	4	57	\$21,000	\$31,000
WICHITA FALLS	6	5	4	13	0	33		\$79,000

AGENDA ITEM #5

AGENDA ITEM #6

City of Kingsville Fire Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief / EMC

DATE: January 8th, 2018

SUBJECT: Budget Amendment to KFD Vehicle Maintenance Account

Summary:

The Kingsville Fire Department is requesting a budget amendment to the department's Vehicle/Machinery Maintenance Account (001-5-220.0-4110.0) in the amount of \$20,000.00. The request comes due to various critical repairs and maintenance discrepancies identified during a comprehensive preventative maintenance check. If approved, critical repairs can be made returning our aerial apparatus to full service for our community.

Background:

A preventative maintenance check was performed by Metro Fire Apparatus Specialist Inc., after numerous operational issues were communicated by personnel and when the unit was unable to successfully pass its annual aerial ladder re-certification. The comprehensive PM revealed repairs to the powering steering components, PTO pump, primary wet tanks, CAF System, wheel assemblies, wheel seals, and degradation to the aerial ladder hoist cylinders to mention a few. In addition, the apparatus had shown an increase in cost maintenance and downtime over the past few months, reducing service to our community.

Lastly, the aerial apparatus serves our community by providing an elevated waterway for defensive fire attack, an elevated rescue platform, and as a reserve engine when one of our front-line engines is out of service. By making these repairs, we will insure the safety of our firefighters and continued service to our City of Kingsville community.

Financial Impact:

The comprehensive PM total repair cost was estimated at \$28,077.00, but in reviewing total repairs we were able to prioritize minor to critical repairs, reducing cost of critical repairs to \$19,972.50. Current funds are not available to cover repairs and maintain sufficient funds for the remainder of the FY.



City of Kingsville Fire Department

Recommendation:

The following budget amendment request supports the goals set by the Kingsville Fire Department to insure the safety and continued operational effectiveness of our department's fleet. Our recommendation is that the Commission approve the budget request, so we may move forward with needed repairs.



ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET FOR CRITICAL REPAIRS TO FIRE DEPARTMENT TRUCK AERIAL APPARATUS TOWER 1.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 General Fund					
Equity					
2		Unassigned Fund Balance	61002		\$ 20,000
Expenses					
5-2200		Vehicle Maintenance	41100	\$ 20,000	

[To amend the City of Kingsville FY 17-18 Budget for critical repairs to the Fire Department truck aerial apparatus Tower 1 as per the attached memo from the Fire Chief.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 8th day of January, 2018.

PASSED AND APPROVED on this the 22nd day of January, 2018.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

City of Kingsville
Purchasing/IT Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Sharam Santillan, Capital Improvements Manager

DATE: January 8, 2018

SUBJECT: Recommendation to award two (2) contracts for the purchase of water playground features and equipment for a Kiddie Pool and Splash Pad through HGAC Contract PR11-16

Summary:

This item authorizes the purchase of water playground features and equipment for a Kiddie Pool at the Brookshire Pool facility and a Splash Pad at Los Hermanos Flores Park.

Background:

Staff reached out to several companies on the H-GAC Buy Cooperative Purchasing Program that would be interested in submitting proposals for the purchase of water playground features and equipment for both projects. We received a total of two (2) responsive proposals from Rain Drop Products, LLC and Vortex Aquatic Structures. After reviewing each proposal staff has selected Rain Drop Product's proposal as the top proposal. Their proposals include the purchase agreement of water playground equipment for a Kiddie Pool at the Brookshire Pool facility and a Splash Pad at Los Hermanos Flores Park which include equipment such as spray toys, water cannons, buckets, water jets, and other water playground features.

Financial Impact:

The financial impact will be \$37,340.00 for the equipment for the Brookshire Pool Kiddie Pool and \$51,060.00 for the equipment for the Splash Pad at Los Hermanos Flores Park for a total amount of \$88,400.00. A total of \$300,000.00 in funding is available through account 033-5-4503-71224 Parks-Splash Pad, account 033-5-4503-71225 Parks-Brookshire Pool Renovation and account 033-5-4503-71220 Parks-Street & Parking-DKP

Recommendation:

It is recommended the City contracts with Rain Drop Products, LLC, 2121 Cottage St, Ashland, Ohio 44805. Rain Drop Products, LLC is a member of the H-GAC Buy Cooperative Purchasing Program. Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.





PROPOSAL

Reference: 1592721
Project Name: Flores Park
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

Quantity	Item #	Item Description	Unit Price	Extended Amt
ABOVE GROUND FEATURES				
1.00	TBKT-008-LF-OM	TUMBLE BUCKETS-3 BUCKET-SHORT	\$9,655.00	\$9,655.00
		MAST-LOW FLOW-OMNI		
1.00	/WHWH-001-OM-SS	WHIRLY WHIFFER-OMNI-SS	\$4,265.00	\$4,265.00
1.00	AQHP-004-LF-OM	AQUA HOOP-LOW FLOW-OMNI	\$6,650.00	\$6,650.00
1.00	BLSJ-005-OM	BELLE SPRAY JET-OMNI	\$2,750.00	\$2,750.00
2.00	WFCN-028-OM	WATER FUN CANNON-OMNI	\$5,400.00	\$10,800.00
SURFACE SPRAYS				
1.00	PCJT-001-OM	PEACOCK JET-OMNI	\$575.00	\$575.00
2.00	TNLP-001-OM	TINY TOOLIP SPRAY-OMNI	\$575.00	\$1,150.00
3.00	SFJT-003-LF-OM	SLANT FINGER JET-LOW FLOW-OMNI	\$575.00	\$1,725.00
3.00	UPJT-007-OM	UPSTREAM JET-OMNI	\$495.00	\$1,485.00
MOUNTING SYSTEM				
15.00	POD-A001	OMNI-POD TEMPLATE	\$0.00	\$0.00
ACTIVATOR				
1.00	BOL-005	6" BOLLARD ACT-POLY-BUTTON	\$3,055.00	\$3,055.00
CONTROL SYSTEM				
1.00	ZPP-TMR-008	TIMER-PANEL-I TIMER FOR 4 AREAS	\$2,355.00	\$2,355.00
1.00	MANIFOLD-4	4" MANIFOLD	\$500.00	\$500.00
1.00	BLV-MFD-UNN-2	2" BALL VALVE ASSEMBLY, TRUE UNION	\$165.00	\$165.00
		BALL VALVE FOR MANIFOLD		
14.00	BLV-MFD-UNN-1	1" BALL VALVE ASSEMBLY, TRUE UNION	\$135.00	\$1,890.00
		BALL VALVE FOR MANIFOLD		
RECIRCULATION SYSTEM				
1.00	VFD-51230	VFD FOR SINGLE PHASE INPUT 5 HP 3 PH	\$1,150.00	\$1,150.00
		230V PUMP		
BALANCE OF RECIRCULATION SYSTEM SUPPLIED BY INSTALLER				
2.00	DRN12-002	DRAIN-12x12x12-FIBERGLASS-6"	\$495.00	\$990.00



PROPOSAL

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Kingsville, TX 78363

First Shipment Address:

NOZZLE-CYCOLAC GRATE & FRAME

SPRAYGROUND FLOW IS 125.91 GPM
HGAC INFORMATION
CONTRACT # PR11-16
PRODUCT CODE PR47

VENDOR #0829
www.hgacbuy.org

Total Order \$49,160.00

NJPA AWARDED
CONTRACT

Freight	\$1,900.00
Taxes - See General Terms, Conditions and Warranty	\$0.00
Net Order	\$51,060.00

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: Net 30, Invoice is due 30 days from product shipping.

Estimated Delivery Date upon placement of Order: 12-16 weeks

See the following pages for General Terms, Conditions and Warranty related to this Proposal



PROPOSAL

Reference: 1592721
Project Name: Flores Park
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

GENERAL TERMS, CONDITIONS AND WARRANTY

1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").

2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.

3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.

4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal, this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop. Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC warranty."



PROPOSAL

Reference: 1592721
Project Name: Flores Park
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

6) **Insurance Requirements:** Rain Drop will not provide any insurance coverage in excess of its standard insurance, a copy of which is available for your review prior to acceptance of this Proposal.

7) **Payment:** Terms of payment are defined in the "Payment Terms" section of this Proposal and are specific to this contract.. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. Rain Drop may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding

debt. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement.

8) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

9) **Lien Releases:** Upon request by Owner, Rain Drop will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Rain Drop will provide a full release of liens upon receipt of final payment. In accordance with state laws, Rain Drop reserves the right to place a lien on the property if final payment has not been received ten days prior to the filing deadline for liens.

10) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.

11) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop's receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16)



PROPOSAL

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Project Name: Flores Park
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

weeks depending on the size and complexity of the components ordered.

12) Changes in the Work: During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop, which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

13) Restocking Fee There will be a 30% restocking fee applied to all Products returned by Purchaser. Restocking fee does not apply to damaged or defective products and/or products shipped in error. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.

14) Limited Warranty

The limited warranties of Rain Drop Products LLC (collectively, the "Limited Warranty") are as follows:

5 Year Product Limited Warranty. Rain Drop warrants that the Products are warranted for five years from date of shipment against any defects in material or workmanship under normal use and service. This warranty does not cover normal wear and tear, improper operation or improper installation of any Rain Drop Product.

25 Year Product Limited Warranty. In addition, the fiberglass reinforced plastic ("FRP") furnished with any Product has a twenty-five year warranty from the date of shipment against rust and corrosion only.

Original Manufacturer Warranty. With respect to equipment not manufactured by Rain Drop but used in conjunction with any Product, any applicable warranty is covered by the original manufacturer of such equipment and not by Rain Drop. This equipment includes, but is not limited to filtration, chlorination and re-circulation equipment. This warranty is in lieu of all other warranties express or implied. All claims, questions and inquiries should be directed to the original manufacturer.



PROPOSAL

Reference: 1592721
Project Name: Flores Park
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

Limitations on Warranty

Limited Remedy. The remedy for breach of Rain Drop's Limited Warranty as described above is limited to the replacement or repair of any Product which is determined to be defective under the reasonable judgment of Rain Drop. Further, the warranty coverage is only for that Product that has been properly installed and maintained according to the instructions provided by Rain Drop.

Discovery of Defect. In the event of any defective Product covered under this Limited Warranty, written notice of such defect must be delivered to Rain Drop at the following address:

Rain Drop Products, LLC
2121 Cottage Street
Ashland, Ohio 44805

within the warranty period and within fifteen days after such defect is discovered. Upon confirmation that the defect exists, Rain Drop will, within a reasonable period of time, replace or repair the defective Product. Rain Drop has the ultimate discretion to determine whether a defect exists and whether to replace or repair such defect.

Disclaimer of Warranties. ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY RAIN DROP TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by the terms of Rain Drop's warranty set forth above.



PROPOSAL

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Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

Limitation of Liability. To the extent permitted by law, Rain Drop shall in no event be liable in connection with its

products for (a) any indirect, special, incidental, liquidated or consequential damages, based on tort, contract or other legal theory, whether or not advised of the possibility of such damages, or (b) any damages whatsoever in excess of an amount equal to the purchase price for such product. The right to recover damages within the limitations specified herein is the purchaser's exclusive alternative remedy in the event that the remedy provided herein fails of its essential purpose.

Effective Date and Reservation of Rights. This Limited Warranty is dated as of March 1, 2012 and supersedes and replaces any previous warranties. Rain Drop reserves the right to revise, amend or modify this Limited Warranty at any time and in any manner without obligation to notify any individual or entity.

15) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Rain Drop and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of products manufactured and supplied by Rain Drop, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section..

16) Intellectual Property Rights Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

17) Assembly/Installation: Rain Drop does not provide installation services. Installation will be provided by Keith Zars Pools.

18) NOT USED:



PROPOSAL

Reference: 1592721
Project Name: Flores Park
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

19) **Dispute Resolution:** Any controversy or claim arising out of or related to this Proposal must be settled by binding arbitration administered in Kingsville, Texas by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

20) **Entire Agreement; No Reliance:** This Proposal, if accepted by Purchaser, represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this Proposal are not part of this Proposal. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Rain Drop or its agents which are not expressly stipulated herein, including, without limitation any statements as to the Products, warranties provided hereunder.

21) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

22) **Governing Law:** The Proposal will be construed and enforced in accordance with the laws of the State of Texas. Notwithstanding any other law or venue available in any country or jurisdiction, the parties specifically reject all other venues and jurisdictions other than the United States of America, State of Texas.

23) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain Drop and the Purchaser, and their successors and permitted assigns.

24) **Miscellaneous:** — If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.



PROPOSAL

Reference: 1592721
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Salesperson: SBRD

Date: 1/2/2018

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Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

Executed to be effective as of the date executed by the Company:

PURCHASER:

Signature: _____

By: (Print Name) _____

Title: _____

Date: _____



PROPOSAL

Reference: 1513442
Project Name: Brookshire Pool
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

Quantity	Item #	Item Description	Unit Price	Extended Amt
ABOVE GROUND FEATURES				
1.00	/HTPT-001-OM	HITCHIN' POST OMNI	\$9,255.00	\$9,255.00
1.00	/ELLS-001-OM	ELEVATED LASSO SPINNER OMNI	\$14,065.00	\$14,065.00
1.00	/WFCN-027-OM	WATER FUN CANNON-HORSE HEAD-OM	\$6,350.00	\$6,350.00
1.00	/WFCN-038-OM	WATERFUN CANNON-STEER SKULL-OM	\$6,480.00	\$6,480.00
MOUNTING SYSTEM				
5.00	POD-A001	OMNI-POD TEMPLATE	\$0.00	\$0.00

HGAC INFORMATION:
CONTRACT # PR11-16
PRODUCT CODE PR47
VENDOR # 0829
www.hgacbuy.org

Total Order \$36,150.00

NJPA AWARDED
CONTRACT

Freight \$1,190.00
Taxes - See General Terms, Conditions and Warranty \$0.00
Net Order \$37,340.00

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: Net 30, Invoice is due 30 days from product shipping.

Estimated Delivery Date upon placement of Order: 12-16 weeks

See the following pages for General Terms, Conditions and Warranty related to this Proposal



PROPOSAL

Reference: 1513442
Project Name: Brookshire Pool
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

GENERAL TERMS, CONDITIONS AND WARRANTY

1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").

2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.

3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.

4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal, this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop. Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC



PROPOSAL

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Project Name: Brookshire Pool
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Date: 1/2/2018

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Kingsville, TX 78363

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warranty."

6) **Insurance Requirements:** Rain Drop will not provide any insurance coverage in excess of its standard insurance, a copy of which is available for your review prior to acceptance of this Proposal.

7) **Payment:** Terms of payment are defined in the "Payment Terms" section of this Proposal and are specific to this contract.. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. Rain Drop may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding

debt. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement.

8) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

9) **Lien Releases:** Upon request by Owner, Rain Drop will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Rain Drop will provide a full release of liens upon receipt of final payment. In accordance with state laws, Rain Drop reserves the right to place a lien on the property if final payment has not been received ten days prior to the filing deadline for liens.

10) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.



PROPOSAL

Reference: 1513442
Project Name: Brookshire Pool
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

11) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop's receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16) weeks depending on the size and complexity of the components ordered.

12) **Changes in the Work:** During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop, which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

13) **Restocking Fee** There will be a 30% restocking fee applied to all Products returned by Purchaser. Restocking fee does not apply to damaged or defective products and/or products shipped in error. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.

14) **Limited Warranty**

The limited warranties of Rain Drop Products LLC (collectively, the "Limited Warranty") are as follows:

5 Year Product Limited Warranty. Rain Drop warrants that the Products are warranted for five years from date of shipment against any defects in material or workmanship under normal use and service. This warranty does not cover normal wear and tear, improper operation or improper installation of any Rain Drop Product.

25 Year Product Limited Warranty. In addition, the fiberglass reinforced plastic ("FRP") furnished with any Product has a twenty-five year warranty from the date of shipment against rust and corrosion only.

Original Manufacturer Warranty. With respect to equipment not manufactured by Rain Drop but used in



PROPOSAL

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Project Name: Brookshire Pool
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

conjunction with any Product, any applicable warranty is covered by the original manufacturer of such equipment and not by Rain Drop. This equipment includes, but is not limited to filtration, chlorination and re-circulation equipment. This warranty is in lieu of all other warranties express or implied. All claims, questions and inquiries should be directed to the original manufacturer.

Limitations on Warranty

Limited Remedy. The remedy for breach of Rain Drop's Limited Warranty as described above is limited to the replacement or repair of any Product which is determined to be defective under the reasonable judgment of Rain Drop. Further, the warranty coverage is only for that Product that has been properly installed and maintained according to the instructions provided by Rain Drop.

Discovery of Defect. In the event of any defective Product covered under this Limited Warranty, written notice of such defect must be delivered to Rain Drop at the following address:

Rain Drop Products, LLC
2121 Cottage Street
Ashland, Ohio 44805

within the warranty period and within fifteen days after such defect is discovered. Upon confirmation that the defect exists, Rain Drop will, within a reasonable period of time, replace or repair the defective Product. Rain Drop has the ultimate discretion to determine whether a defect exists and whether to replace or repair such defect.

Disclaimer of Warranties. ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF



PROPOSAL

Reference: 1513442
Project Name: Brookshire Pool
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY RAIN DROP TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by the terms of Rain Drop's warranty set forth above.

Limitation of Liability. To the extent permitted by law, Rain Drop shall in no event be liable in connection with its

products for (a) any indirect, special, incidental, liquidated or consequential damages, based on tort, contract or other legal theory, whether or not advised of the possibility of such damages, or (b) any damages whatsoever in excess of an amount equal to the purchase price for such product. The right to recover damages within the limitations specified herein is the purchaser's exclusive alternative remedy in the event that the remedy provided herein fails of its essential purpose.

Effective Date and Reservation of Rights. This Limited Warranty is dated as of March 1, 2012 and supersedes and replaces any previous warranties. Rain Drop reserves the right to revise, amend or modify this Limited Warranty at any time and in any manner without obligation to notify any individual or entity.

15) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Rain Drop and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of products manufactured and supplied by Rain Drop, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section..



PROPOSAL

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16) **Intellectual Property Rights** Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

17) **Assembly/Installation:** Rain Drop does not provide installation services. Installation will be provided by Keith Zars Pools.

18) **NOT USED:**

19) **Dispute Resolution:** Any controversy or claim arising out of or related to this Proposal must be settled by binding arbitration administered in Kingsville, Texas by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

20) **Entire Agreement; No Reliance:** This Proposal, if accepted by Purchaser, represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this Proposal are not part of this Proposal. Purchaser hereby acknowledges that it has not received or relied upon any

statements or representations by Rain Drop or its agents which are not expressly stipulated herein, including, without limitation any statements as to the Products, warranties provided hereunder.

21) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

22) **Governing Law:** The Proposal will be construed and enforced in accordance with the laws of the State of Texas. Notwithstanding any other law or venue available in any country or jurisdiction, the parties specifically reject all other venues and jurisdictions other than the United States of America, State of Texas.

23) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written



PROPOSAL

Reference: 1513442
Project Name: Brookshire Pool
Salesperson: SBRD

Date: 1/2/2018

To: Sharam Santillan
Purchaser: City of Kingsville
Billing Address: 200 E Kleberg Ave
Kingsville, TX 78363

First Shipment Address:

consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain Drop and the Purchaser, and their successors and permitted assigns.

24) **Miscellaneous:** — If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.

Executed to be effective as of the date executed by the Company:

PURCHASER:

Signature: _____

By: (Print Name) _____

Title: _____

Date: _____

AGENDA ITEM #8

City of Kingsville
Purchasing/IT Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Sharam Santillan, Capital Improvements Manager

DATE: January 8, 2018

SUBJECT: Recommendation to award two (2) contracts for the construction of a Kiddie Pool and Splash Pad and installation of water playground equipment through HGAC Contract PR11-16

Summary:

This item authorizes the construction of a Kiddie Pool at the Brookshire Pool facility and a Splash Pad at Los Hermanos Flores Park and the installation of water playground equipment for each project.

Background:

Staff reached out to several companies on the H-GAC Buy Cooperative Purchasing Program that would be interested in submitting proposals for these projects. We received a total of two (2) responsive proposals from Rain Drop Products, LLC and Vortex Aquatic Structures. After reviewing each proposal staff has selected Rain Drop Product's proposal as the top proposal. Rain Drop Products LLC has Keith Zars Pools as a registered vendor through the H-GAC Buy Cooperative Purchasing Program. Keith Zars Pools' proposal includes the turn-key construction of a Kiddie Pool at the Brookshire Pool facility and a Splash Pad at Los Hermanos Flores Park as well as the installation of water playground features for each of these projects. The Kiddie Pool will be a wading-pool (0 to 18" in depth) at approximately 1,200 square-feet in area and will include splash pad features such as spray toys, cannons and buckets. The Splash Pad will consist of approximately 1,000 square-feet of wet-area and 1,800 square-feet of total area with splash toys, buckets, water jets, water cannons and other splash pad features. Both facilities will have their own stand-alone recirculating pumping system.

Financial Impact:

The financial impact will be \$65,033.00 for the construction and installation of water playground equipment for the Splash Pad at Los Hermanos Flores Park and \$146,300.00 for the construction and installation of water playground equipment for the Kiddie Pool at the Brookshire Pool facility for a total amount of \$211,333.00. A total of \$300,000.00 in funding is available through account 033-5-4503-71224 Parks-Splash Pad, account 033-5-4503-71225 Parks-Brookshire Pool Renovation and account 033-5-4503-71220 Parks-Street & Parking-DKP

Recommendation:

It is recommended the City contracts with Keith Zars Pools, Ltd., 17427 San Pedro, San Antonio, Texas 78232. Keith Zars Pools, Ltd., is a registered vendor of Rain Drop Products, LLC, through the H-GAC Buy Cooperative Purchasing Program. Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.





Keith Zars Pools, LTD. Construction Agreement

Owner(s): **City of Kingsville - Flores Park Splashpad**

Mailing

Address PO Box 1458

Phone : 361.595.8005

Phone : 361.219.2541

Kingsville, TX 78364

E-Mail : ssantillan@cityofkingsville.com

Agrees that Keith Zars Pools, LTD. (K.Z.P.) will construct for the Owner a reinforced concrete swimming pool and related work to be located at:

Location: Brookshire Park #2 and Flores Park

City: Kingsville, TX

Owner agrees to pay K.Z.P for such construction under the terms set forth below.

AGREED TERMS

Owner is contracting for a swimming pool.

Size : Splashpad Type : 1 Non Diving Design : CUSTOM

Depth : 0" Gallons: 3200

The pool shall contain 10.1 cubic yards of 4,500 PSI concrete and 1101 pounds of steel, Grade 60, # 4 reinforcing rods complying with the American Society for Testing and Materials.

K.Z.P. shall pay for all permits required for the work covered herein, sales tax on all material, Federal and State levies for its employees.

CONSTRUCTION AGREEMENT

Steel	<u>9</u>	Inches on center both ways , grade 60 - 1/2" reinforcement.
Concrete	<u>8 to 10</u>	Inches thick walls and floor, 4500 PSI concrete.
Under Drain	<u>6</u>	Inches of washed gravel under the pool floor with 1 1/2" hydrostatic relief port. Cushions pool from sub grade movement and prevents pool flotation.
Coping	<u> </u>	
Tile	<u>0</u>	Inches of frost proof water line tile. # <u> </u>
Pool Steps	<u>0</u>	Underwater steps per plan.
Decking	<u>Splash Pad</u>	Square feet of topping, walks and patios. Finish: <u>Splash Pad</u>

Plaster

ENVIRONMENTALLY SAFE , ENERGY EFFICIENT FILTRATION SYSTEM

Filter (1)	<u>36"SAND</u>	Sand Filtration media; 20 to 40 microns; Flow rate 141 GPM. Filter tank is non-corrosive, UV stabilized and complete with pressure gage, automatic air relief and backwash valve.
Pump (2)	<u>2.5</u>	Horse Power, Two speed self priming pump. Extra large strainer with see-through lid.
Skimmer	<u>2</u>	Surface skimmer with hydrodynamic weir and 2" suction line.
Main Drains	<u>Included</u>	White 32" Drain Virginia Graeme Baker Federal Safety Act
Inlets	<u> </u>	Clear 1 1/2" adjustable directional returns, fed by a 2" header line.
Heater	<u>0</u>	0 BTU w/ electrical ignition.
Heat Pump	<u>0</u>	
Chlorinator	<u>1</u>	In line chlorinating system with adjustable dial.

ADA Lift	<u>By Others</u>	ADA Chair Lift BY OTHERS
ADA Anchor	<u> </u>	Deck mounted anchor

Grab Rails	<u> </u>	Pool side recessed steps with swim out rails
Hand Rails	<u> </u>	Hand railing at entry steps of pool

Deck Tile	<u> </u>	Necessary tile safety signage around perimeter of pool
Step Tile	<u> </u>	Anti- Slip tile at toe of each step and bench
Lane Tile	<u> </u>	Lane dividers at bottom of pool representing specifies swim lanes

Equipment	<u> </u>	8' to 16' telescopic pole, leaf net, 18" nylon brush, Four-in-One test kit, and vacuum head with hose.
Volleyball	<u>0</u>	Volleyball set with anchors, poles and net.
Basketball	<u>0</u>	Basketball set with S.S. post, backboard and net.

CONSTRUCTION AGREEMENT

Swim Out		Lf. of seat bench per plan.
Auto Fill	<u>Included</u>	Lf. of 3/4" PVC fill line connected to pool skimmer. Auto-Levelor
Overflow	<u>Included</u>	Concealed PVC overflow.

Equip Slab	<u>Included</u>	Ft. by 3 ft. poured in place pool equipment slab.
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ALLOWANCES

Excavation	<u>\$0</u>	Is included, to be used toward rock or hard pan excavation at a rate of \$115.00 per cubic yard. Additional charges or refunds will be based on the actual cubic yards of rock or hard pan encountered and removed by use of Hoe Ram or Air Hammer.
Gas	<u>0</u>	Lf. of 1 1/2" gas line is included to connect the heater.

ELECTRICAL

Connect	<u>Included</u>	Electrical wiring of the pool equipment including Ground Fault Interrupter (GFI) and # 8 ground wire from pool to equipment slab.
Sub Panel	<u>Included</u>	A separate breaker panel box for swimming pool electrical.
Light	<u>0</u>	
Spa Light		250 Watt Incandensent Light(s)
Photo Cell	<u>Included</u>	Automatic Timer for lights
Rack	<u>Included</u>	Electrical tower with outdoor light and GFI plug at pool equipment slab.

ADDITIONAL SPECIFICATIONS — SPLASHPAD

>>> Necessary Surge Plt at Splash Pad Included

>>> All rain drop products provided by others

>>> FLORES SPLASHPAD INCLUDES 2 PUMPS 1 FILTER — 1790SF

>>>ALL NECESSARY PLUMBING AND ELECTRICAL

>>> Requested payment and performance bond included

>>> HGAC Vendor #1707 HGAC Contract #PR11-16

>>>>THIS PROPOSAL IS REFLECTIVE THAT ALL NECESSARY ELECTRICAL, GAS, AND WATER WILL BE PROVIDED AT EQUIPMENT AREA BY BUILDER / OWNER

CONSTRUCTION AGREEMENT

Owner agrees to pay Keith Zars Pools, LTD. at its office in Bexar County, Texas, for this construction the total sum c \$65,033.00

INTERVALS AND PERCENTAGES OF PAYMENT

<u>\$0</u>	Deposit.	
<u>\$6,503</u>	Due at the completion of Excavation (10%).	10% retainage will be held
<u>\$42,271</u>	Due at the completion of Gunite (65%).	10% retainage will be held
<u>\$13,007</u>	Due at the completion of Tile and Coping (20%).	10% retainage will be held
<u>\$3,252</u>	Due at the completion of Plaster (5%).	10% retainage will be held

We will not accept your final payment until you are completely satisfied.

AGREED CONDITIONS

Owner to provide K.Z.P. adequate access and be responsible for providing K.Z.P. with necessary electrical and water during construction and filling of pool. K.Z.P. shall not be responsible for the damage to lawns, shrubbery, trees, curbs, sidewalks, driveways, sprinklers or sewage systems or to any real or personal property caused by moving equipment within the designated access way.

This contract is based upon normal excavation conditions. If during the excavation operation an unusual situation is found to exist, such as sewer lines, gas lines, sprinkler lines, electrical lines, water lines, T.V. cables, rock or hard pan excavation seepage or poor soil bearing conditions, then upon the Owner's approval and at the Owner's expense, K.Z.P. shall perform the necessary work to correct the condition.

Owner's existing Electrical Service must meet city codes. If Owner's Electrical Service is below code, then any changes to upgrade Electrical Service will be the Owner's responsibility and expense.

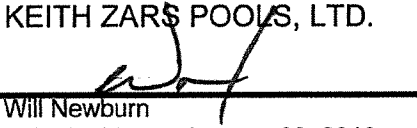
If the contract is canceled, after right of rescission, the Owner agrees to pay K.Z.P. a reasonable compensation for material, equipment and services performed prior to the date of the cancellation.

Owner consents to variations in dimensional specifications as long as total designed quantities are substantially used.

It is the Owner's responsibility to secure the swimming pool area. Hardware for self latching gates on fencing to be 54" above grade. Each access to the swimming pool area must have a POOL ALARM of at least 100 dB. The Owner must meet the securement requirements prior to K.Z.P. finishing the swimming pool.

This contract is the entire agreement, the parties are not bound by any oral expression or representation. A written change order must be executed for any addition or deletion of work requested.

KEITH ZARS POOLS, LTD.


Will Newburn
Submittal Date: January 03, 2018

Office Signature

Date:

For the contract to be valid, it must be signed and returned to Keith Zars Pools, LTD. or its representative within 10 days of submittal date.

CUSTOMER SIGNATURE

Date:



Keith Zars Pools, LTD. Construction Agreement

Owner(s): **City of Kingsville - Brookshire Kiddie Pool**

Mailing

Address PO Box 1458

Phone : 361.595.8005

Phone : 361.219.2541

Kingsville, TX 78364

E-Mail : ssantillan@cityofkingsville.com

Agrees that Keith Zars Pools, LTD. (K.Z.P.) will construct for the Owner a reinforced concrete swimming pool and related work to be located at :

Location: Brookshire Park #2 and Flores Park

City: Kingsville, TX

Owner agrees to pay K.Z.P for such construction under the terms set forth below.

AGREED TERMS

Owner is contracting for a swimming pool.

Size : 35' x 35' Type : 1 Non Diving Design : CUSTOM

Depth : 0" to 1.5' Gallons: 11456

The pool shall contain 52.2 cubic yards of 4,500 PSI concrete and 7021 pounds of steel, Grade 60, # 4 reinforcing rods complying with the American Society for Testing and Materials.

K.Z.P. shall pay for all permits required for the work covered herein, sales tax on all material, Federal and State levies for its employees.

CONSTRUCTION AGREEMENT

Steel	<u>9</u>	Inches on center both ways , grade 60 - 1/2" reinforcement.
Concrete	<u>8 to 10</u>	Inches thick walls and floor, 4500 PSI concrete.
Under Drain	<u>6</u>	Inches of washed gravel under the pool floor with 1 1/2" hydrostatic relief port. Cushions pool from sub grade movement and prevents pool flotation.
Coping	<u>Cut Stone</u>	
Tile	<u>6</u>	Inches of frost proof water line tile. # <u>\$6.00 Allowance</u>
Pool Steps	<u>Included</u>	Underwater steps per plan.
Decking	<u>700</u>	Square feet of topping, walks and patios. Finish: <u>Sun Deck</u>

Plaster Diamond Brite — White

ENVIRONMENTALLY SAFE , ENERGY EFFICIENT FILTRATION SYSTEM

Filter (1)	<u>36"SAND</u>	Sand Filtration media; 20 to 40 microns; Flow rate 141 GPM. Filter tank is non-corrosive, UV stabilized and complete with pressure gage, automatic air relief and backwash valve.
Pump (3)	<u>2.5</u>	Horse Power, Two speed self priming pump. Extra large strainer with see-through lid.
Skimmer	<u>2</u>	Surface skimmer with hydrodynamic weir and 2" suction line.
Main Drains	<u>Included</u>	White 32" Drain Virginia Graeme Baker Federal Safety Act
Inlets	<u>10</u>	Clear 1 1/2" adjustable directional returns, fed by a 2" header line.
Heater	<u>0</u>	0 BTU w/ electrical ignition.
Heat Pump	<u>0</u>	
Chlorinator	<u>1</u>	In line chlorinating system with adjustable dial.
ADA Lift	<u>By Others</u>	ADA Chair Lift BY OTHERS
ADA Anchor	<u>Included</u>	Deck mounted anchor
Grab Rails	<u>Included</u>	Pool side recessed steps with swim out rails
Hand Rails	<u>Included</u>	Hand railing at entry steps of pool
Deck Tile	<u>Included</u>	Necessary tile safety signage around perimeter of pool
Step Tile	<u>Included</u>	Anti- Slip tile at toe of each step and bench
Lane Tile	<u>0</u>	Lane dividers at bottom of pool representing specifes swim lanes
Equipment	<u>Included</u>	8' to 16' telescopic pole, leaf net, 18" nylon brush, Four-in-One test kit, and vacuum head with hose.
Volleyball	<u>0</u>	Volleyball set with anchors, poles and net.
Basketball	<u>0</u>	Basketball set with S.S. post, backboard and net.

CONSTRUCTION AGREEMENT

Swim Out	<u>Included</u>	Lf. of seat bench per plan.
Auto Fill	<u>Included</u>	Lf. of 3/4" PVC fill line connected to pool skimmer. Auto-Levelor
Overflow	<u>Included</u>	Concealed PVC overflow.

Equip Slab	<u>Included</u>	Ft. by 3 ft. poured in place pool equipment slab.
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ALLOWANCES

Excavation	<u>\$0</u>	Is included, to be used toward rock or hard pan excavation at a rate of \$115.00 per cubic yard. Additional charges or refunds will be based on the actual cubic yards of rock or hard pan encountered and removed by use of Hoe Ram or Air Hammer.
Gas	<u>0</u>	Lf. of 1 1/2" gas line is included to connect the heater.

ELECTRICAL

Connect	<u>Included</u>	Electrical wiring of the pool equipment including Ground Fault Interrupter (GFI) and # 8 ground wire from pool to equipment slab.
Sub Panel	<u>Included</u>	A separate breaker panel box for swimming pool electrical.
Light	<u>0</u>	
Spa Light	<u>3</u>	250 Watt Incandensent Light(s)
Photo Cell	<u>Included</u>	Automatic Timer for lights
Rack	<u>Included</u>	Electrical tower with outdoor light and GFI plug at pool equipment slab.

ADDITIONAL SPECIFICATIONS — SPLASHPAD

>>> All rain drop products provided by others

>>>ALL NECESSARY PLUMBING AND ELECTRICAL

>>> Requested payment and performance bond included

>>> HGAC Vendor #1707 HGAC Contract #PR11-16

>>>THIS PROPOSAL IS REFLECTIVE THAT ALL NECESSARY ELECTRICAL, GAS, AND WATER WILL BE PROVIDED AT EQUIPMENT AREA BY BUILDER / OWNER

CONSTRUCTION AGREEMENT

Owner agrees to pay Keith Zars Pools, LTD. at its office in Bexar County, Texas, for this construction the total sum c \$146,300.00

INTERVALS AND PERCENTAGES OF PAYMENT

<u>\$0</u>	Deposit.	
<u>\$14,630</u>	Due at the completion of Excavation (10%).	10% retainage will be held
<u>\$95,095</u>	Due at the completion of Gunite (65%).	10% retainage will be held
<u>\$29,260</u>	Due at the completion of Tile and Coping (20%).	10% retainage will be held
<u>\$7,315</u>	Due at the completion of Plaster (5%).	10% retainage will be held

We will not accept your final payment until you are completely satisfied.

AGREED CONDITIONS

Owner to provide K.Z.P. adequate access and be responsible for providing K.Z.P. with necessary electrical and water during construction and filling of pool. K.Z.P. shall not be responsible for the damage to lawns, shrubbery, trees, curbs, sidewalks, driveways, sprinklers or sewage systems or to any real or personal property caused by moving equipment within the designated access way.

This contract is based upon normal excavation conditions. If during the excavation operation an unusual situation is found to exist, such as sewer lines, gas lines, sprinkler lines, electrical lines, water lines, T.V. cables, rock or hard pan excavation seepage or poor soil bearing conditions, then upon the Owner's approval and at the Owner's expense, K.Z.P. shall perform the necessary work to correct the condition.

Owner's existing Electrical Service must meet city codes. If Owner's Electrical Service is below code, then any changes to upgrade Electrical Service will be the Owner's responsibility and expense.

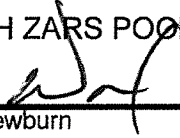
If the contract is canceled, after right of rescission, the Owner agrees to pay K.Z.P. a reasonable compensation for material, equipment and services performed prior to the date of the cancellation.

Owner consents to variations in dimensional specifications as long as total designed quantities are substantially used.

It is the Owner's responsibility to secure the swimming pool area. Hardware for self latching gates on fencing to be 54" above grade. Each access to the swimming pool area must have a POOL ALARM of at least 100 dB. The Owner must meet the securement requirements prior to K.Z.P. finishing the swimming pool.

This contract is the entire agreement, the parties are not bound by any oral expression or representation. A written change order must be executed for any addition or deletion of work requested.

KEITH ZARS POOLS, LTD.


Will Newburn
Submittal Date: January 03, 2018

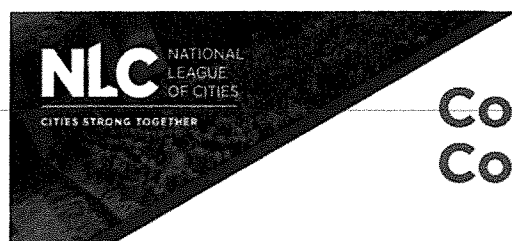
Office Signature
Date: _____

For the contract to be valid, it must be signed and returned to Keith Zars Pools, LTD. or its representative within 10 days of submittal date.

CUSTOMER SIGNATURE

Date: _____

AGENDA ITEM #9



Congressional City Conference

MARCH 11-14, 2018 WASHINGTON, DC

Why Attend

Americans trust you to represent their interests.

Be the leader they need.

BE PREPARED

Know the issues and how to effectively speak up for America's cities.

The National League of Cities strategically and effectively positions local government priorities to key representatives in Congress. At the Congressional City Conference, delegates will get specialized training for productive meetings with federal representatives.

BE POWERFUL

Grow a larger network to expand your leadership capacity.

NLC represents the nation's 19,000 municipalities, offering local leaders access to collaborate with peers nationwide. Conference delegates will learn more about the emerging trends affecting local government, how to continue innovation, and go deeper on the issues with legal experts and industry thought-leaders.

BE STRATEGIC

Partner with federal agencies to improve your community's livability score.

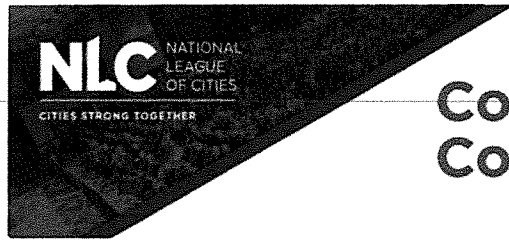
Get tips that will improve public services for your constituents. During the conference, local leaders will meet with the right federal partners to fund and implement services that will further support and protect your community.

BE AN ADVOCATE

Shape the National Municipal Policy to guide NLC's federal advocacy efforts.

There's strength in numbers! Participate in one of NLC's seven federal advocacy committee meetings to learn about the top federal issues impacting cities and how you can continue to advance NLC's advocacy priorities year-round.

Register now for the best price. The early-bird rate ends on January 31.



Congressional City Conference

MARCH 11-14, 2018 WASHINGTON, DC

Registration Rates

	Early Bird	Advance	On-site
	Until 1/31/18	Until 3/10/18	Beginning 3/11/18
NLC Member City	\$605	\$730	\$830
SML Member City	\$705	\$830	\$930
Non-member/Other	\$735	\$935	\$1035
First Time Attendee	\$470	\$470	\$470
Youth Delegate/Chaperone	\$150	\$150	\$150
Spouse/Guest	\$100	\$100	\$100

AGENDA ITEM #10